

B-10

**CITY OF ORLANDO
COUNCIL AGENDA ITEM**

Items Types:

Business and Financial Services

District: 3

Contract ID:

Exhibits: Yes

Grant Received by City?: No

For Meeting of:

December 5, 2022

From:

Document Number:

On File (City Clerk) : Yes

Draft Only: No

Subject:

Renewal of Temporary Orlando Police Department (OPD) Northwest Substation at 2324 N. Orange Blossom Trail

Summary:

On April 13, 2020, City Council approved a lease between Dr. Phillips, Inc. (Landlord) and the City of Orlando (City) for an Orlando Police Department (OPD) Substation at 2324 N. Orange Blossom Trail.

On February 22, 2021, City Council approved the First Amendment to the Lease extending the lease for two (2) years, ending April 30, 2023.

This Second Amendment to the Lease extends the lease for three (3) years, ending April 30, 2026.

Either party can terminate the lease upon sixty (60) days advance written notice.

Fiscal & Efficiency Data:

Fiscal impact statement is attached.

Recommended Action:

Approving Second Amendment to the Lease in substantially the form attached, and authorizing the Mayor or Pro Tem and City Clerk to execute all, subject to review and approval by the City Attorney's Office.

Agenda Item attachment(s) on file in the City Clerks Office.

Note: All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.

Contact: Laurie Botts, laurie.botts@orlando.gov, 407-246-2653; Eric Smith, eric.smith@orlando.gov, 407-246-2401; Cynthia Lane, cynthia.lane@orlando.gov; 407-246-2655; Wes Powell, wesley.powell@orlando.gov; 407-246-3478.

Approved By:

Department

Budget Outside Routing Approval
City Clerk

Date and Time

11/16/2022 2:54 PM
11/17/2022 10:06 AM

City Council Meeting: 12-5-2022

Item: B-10 Documentary: 221205B10

ATTACHMENTS:

Name:	Description:	Type:
Fiscal Impact Statement - 2324 N. Orange Blossom Trail - 2022.docx	Fiscal Impact Statement	Backup Material
OPD 2nd Amendment 10-26-22.pdf	Second Amendment To Lease	Backup Material

"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."



Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: Second Renewal of Temporary OPD Northwest Substation Lease at 2324 North Orange Blossom Trail.

Expenses

Will the action be funded from the Department's current year budget? x Yes No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). N/A

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$0	\$0
Operating/Capital	\$6,960.48	\$6,960.48
Total Amount	\$6,960.48	\$6,960.48

Comments (optional): CAM payment of \$580.04 monthly or \$6,960.48 annually charged to OPD0001 C.

Revenues

What is the source of any revenue and the estimated amount? N/A Amount \$N/A

Is this recurring revenue? Yes No

Comments (optional): N/A

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	0001_F General Fund	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	<u>OPD</u>	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	<u>OPD0001 C Police Administration</u>	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	<u>\$6,960.48</u>	<u>\$0</u>	<u>\$0</u>



December 13, 2022

VIA US MAIL

City of Orlando
Attention: Real Estate Manager
400 South Orange Avenue
Orlando, FL 32801

Re: Leased Premises located at 2324 N. Orange Blossom Trail, Orlando, Florida
32804

Ladies and Gentlemen:

Enclosed for your files, please find a fully executed original of the Second Amendment to Lease between Dr. Phillips, Inc. as Landlord and City of Orlando, Florida, as Tenant, effectively dated December 13, 2022.

If you have any questions, do not hesitate to contact me at (407) 422-6105. Thank you.

Yours very truly,

DR. PHILLIPS, INC.

Iris M. Segal
Leasing Associate

IMS/es

7400 Dr. Phillips Blvd. • Orlando, FL 32819-5146
P.O. Box 692709 • Orlando, FL 32869-2709
Tel 407/422-6105 • Fax 407/422-4952 • www.drphillips.org

"Enriching the Community With the Fruits of our Labor"



October 28, 2022

VIA EMAIL

City of Orlando
Attention: Real Estate Manager
400 South Orange Avenue
Orlando, FL 32801

Re: Second Amendment Letter Lease dated April 14, 2020, by and between Dr. Phillips, Inc., a Delaware not-for-profit corporation, as Landlord, and the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida, as Tenant ("Lease"), with respect to the premises located at 2324 N. Orange Blossom Trail, Orlando, Florida 32804, as more particularly described in the Lease

Ladies and Gentlemen:

This will serve to amend the Lease referenced above as follows:

1. Paragraph 1. of the Lease is amended to extend the term of the Lease for a period of three (3) years commencing May 1, 2023 and ending April 30, 2026, both dates inclusive, provided, however, Landlord can terminate this Lease at any time upon sixty (60) days advance written notice to Tenant, said termination to be effective on the last day of the month following expiration of the 60-day notice period, and Tenant can terminate this Lease at any time upon sixty (60) days advance written notice to Landlord, said termination to be effective on the last day of the month following expiration of the 60-day notice period.

All other terms and conditions of the Lease remain unchanged and in full force and effect.

Please sign this letter in the space provided below in the presence of two witnesses and return it to us by email in PDF. Upon our receipt of the signed letter, we will execute it in the space provided below and return a copy to you for your records.

If you have any questions, do not hesitate to contact us at (407) 422-6105.

Yours very truly,

DR. PHILLIPS, INC.

Kenneth D. Robinson
President

Attachment
KDR/es

7400 Dr. Phillips Blvd. • Orlando, FL 32819-5146
P.O. Box 692709 • Orlando, FL 32869-2709
Tel 407/422-6105 • Fax 407/422-4952 • www.drphillips.org

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The above is in accordance with our understanding and agreement.

Signed, sealed and delivered
in the presence of:


Printed Name: Diana Perez


Printed Name: Annie Velez

CITY OF ORLANDO, FLORIDA

By: 
Mayor Pro Tem


Print Name: Jim Gray

Date: December 5, 2022

ATTEST:



Stephanie Herdocia, City Clerk

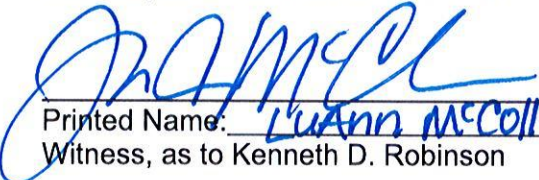
APPROVED AS TO FORM AND LEGALITY
for use and reliance of the City of Orlando,
Florida on November 14, 2022


Assistant City Attorney


"Tenant"

Witnesses:


Printed Name: Erica Sanfilippo
Witness, as to Kenneth D. Robinson


Printed Name: LuAnn McCollum
Witness, as to Kenneth D. Robinson

DR. PHILLIPS, INC.,
a Delaware not-for-profit corporation

By: 
Kenneth D. Robinson, President

Date: 12-13-22

"Landlord"

**CITY OF ORLANDO
COUNCIL AGENDA ITEM**

Items Types:

Business and Financial Services

District: 4,5

Contract ID:

Exhibits: Yes

Grant Received by City?: No

For Meeting of:

February 22, 2021

From:

Document Number:

On File (City Clerk) : Yes

Draft Only: No

Subject:

Renewal of Temporary Orlando Police Department Northwest Substation Lease at 2324 N. Orange Blossom Trail

Summary:

On April 13, 2020, City Council approved a lease between Dr. Phillips (Landlord) and the City of Orlando (City) for an Orlando Police Department (OPD) Substation at 2324 N. Orange Blossom Trail. OPD required a temporary station due to ongoing repairs to the Northwest Substation located along Silver Star Road.

Necessary repairs were made to the Silver Star Road location. OPD has decided to split officer staffing for the Northwest Sector between the Silver Star Road location and the N. Orange Blossom Trail location.

The attached document extends the lease for two (2) years commencing May 1, 2021 and ending April 30, 2023. Either party can terminate the lease upon sixty (60) days advance written notice.

Fiscal & Efficiency Data:

Fiscal Impact Statement is attached.

Recommended Action:

Approving First Amendment to the Lease in substantially in form and authorizing the Mayor/Pro Tem and City Clerk to execute; all subject to review and approval by the City Attorney's Office.

Agenda Item attachment(s) on file in the City Clerks Office.

Note: All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.

Contact: Deputy Chief Eric Smith, eric.smith@orlando.gov; Chief Orlando Rolon, Laurie Botts, Wes Powell

Approved By:

Department

Budget Outside Routing Approval

City Clerk

Date and Time

2/10/2021 2:20 PM

2/11/2021 10:14 AM

ATTACHMENTS:

Name:	Description:	Type:
Fiscal Impact Statement - 2324 N. Orange Blossom Trail .docx	Fiscal Impact Statement	Backup Material
First Amendment To Lease.pdf	First Amendment To Lease	Backup Material
Fully Executed Lease w Dr. Phillips for OPD Office at 2324 NOBT.pdf	Original Lease	Backup Material

"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: Renewal of Temporary OPD Northwest Substation Lease at 2324 North Orange Blossom Trail.

Expenses

Will the action be funded from the Department's current year budget? Yes No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). (enter text here)

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	<u>\$0</u>	<u>\$0</u>
Operating/Capital	\$5,843.64	\$5,843.64
Total Amount	\$5,843.64	\$5,843.64

Comments (optional): Common Area Maintenance payment of \$486.97 monthly or \$5,843.64 annually charged to OPD0001_C.

Revenues

What is the source of any revenue and the estimated amount? N/A Amount \$N/A

Is this recurring revenue? Yes No

Comments (optional): N/A

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	0001_F General Fund	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	<u>OPD</u>	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	<u>OPD0001_C Police Administration</u>	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	\$5,843.64	<u>\$0</u>	<u>\$0</u>



March 9, 2021

VIA US MAIL

City of Orlando
Attention: Real Estate Manager
400 South Orange Avenue
Orlando, FL 32801

Re: Leased Premises located at 2324 N. Orange Blossom Trail, Orlando, Florida
32804

Ladies and Gentlemen:

Enclosed for your files, please find a fully executed original of the First Amendment to Lease between Dr. Phillips, Inc. as Landlord and City of Orlando, Florida, as Tenant, effectively dated March 3, 2021.

Effective May 1, 2021 your monthly expenses for the premises will be **\$513.16**, and are calculated as follows:

Monthly Billing - Real Estate Tax	\$ 292.68
Monthly Billing - Stormwater	\$ 36.98
Monthly Billing – Insurance	\$ 171.24
Monthly Billing – Fire Protection	<u>\$ 12.26</u>
TOTAL MONTHLY PAYMENT	\$ 513.16

If you have any questions, do not hesitate to contact me at (407) 422-6105. Thank you.

Yours very truly,

DR. PHILLIPS, INC.

Iris M. Segal
Leasing Associate

IMS/lm

7400 Dr. Phillips Blvd. • Orlando, FL 32819-5146
P.O. Box 692709 • Orlando, FL 32869-2709
Tel 407/422-6105 • Fax 407/422-4952 • www.drphillips.org

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January 18, 2021

VIA EMAIL

City of Orlando
Attention: Real Estate Manager
400 South Orange Avenue
Orlando, FL 32801

Re: Letter Lease dated April 14, 2020, by and between Dr. Phillips, Inc., a Delaware not-for-profit corporation, as Landlord, and the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida, as Tenant ("Lease"), with respect to the premises located at 2324 N. Orange Blossom Trail, Orlando, Florida 32804, as more particularly described in the Lease

Ladies and Gentlemen:

This will serve to amend the Lease referenced above as follows:

1. Paragraph 1. of the Lease is amended to extend the term of the Lease for a period of two (2) years commencing May 1, 2021 and ending April 30, 2023, both dates inclusive, provided, however, Landlord can terminate this Lease at any time upon sixty (60) days advance written notice to Tenant, said termination to be effective on the last day of the month following expiration of the 60-day notice period, and Tenant can terminate this Lease at any time upon sixty (60) days advance written notice to Landlord, said termination to be effective on the last day of the month following expiration of the 60-day notice period.

All other terms and conditions of the Lease remain unchanged and in full force and effect.

Please sign this letter in the space provided below in the presence of two witnesses and return it to us by email in PDF. Upon our receipt of the signed letter, we will execute it in the space provided below and return a copy to you for your records.

If you have any questions, do not hesitate to contact us at (407) 422-6105.

Yours very truly,

DR. PHILLIPS, INC.

Kenneth D. Robinson
President

Attachment
KDR/lm

7400 Dr. Phillips Blvd. • Orlando, FL 32819-5146
P.O. Box 692709 • Orlando, FL 32869-2709
Tel 407/422-6105 • Fax 407/422-4952 • www.drphillips.org

City Council Meeting: 2-22-21

Item: B-3 Documentary: 210222003

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The above is in accordance with our understanding and agreement.

Signed, sealed and delivered
in the presence of:

Denise Holdridge
Printed Name: DENISE HOLDRIDGE

Diana Perez
Printed Name: DIANA PEREZ

ATTEST:

SNAP
Stephanie Herdocia, City Clerk

CITY OF ORLANDO, FLORIDA

By: *Jim Gray*
Mayor Pro Tem

Print Name: JIM GRAY

Date: FEB. 22, 2021

APPROVED AS TO FORM AND LEGALITY
for use and reliance of the City of Orlando,
Florida on February 12, 2021

Wany Powell
Assistant City Attorney

"Tenant"

Witnesses:

Troy Finnegan
Printed Name: Troy Finnegan
Witness, as to Kenneth D. Robinson

LuAnn McCallum
Printed Name: LuAnn McCallum
Witness, as to Kenneth D. Robinson

DR. PHILLIPS, INC.,
a Delaware not-for-profit corporation

By: *Kenneth D. Robinson*
Kenneth D. Robinson, President

Date: March 3, 2021

"Landlord"

CITY OF ORLANDO COUNCIL AGENDA ITEM

Items Types:

Business and Financial Services

For Meeting of:

April 13, 2020

District:**From:****Contract ID:****Document Number:**

Exhibits: No

On File (City Clerk) : Yes

Draft Only: No

Grant Received by City?: No

Subject:

Lease with Dr Phillips Inc for Temporary Orlando Police Patrol Office

Summary:**Fiscal & Efficiency Data:****Recommended Action:**

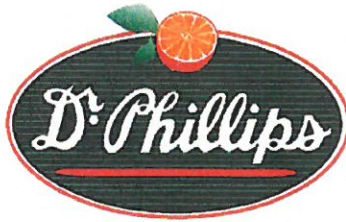
Agenda Item attachment(s) on file in the City Clerks Office.

Note: All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.

Contact:**Approved By:****Department****Date and Time****ATTACHMENTS:**

Name:	Description:	Type:
No Attachments Available		

"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."



April 9, 2020

City of Orlando
Attention: Real Estate Manager
400 South Orange Avenue
Orlando, FL 32801

Re: 2324 N. Orange Blossom Trail, Orlando, Florida 32804

Ladies and Gentlemen:

This letter ("Lease") will confirm our understanding as to the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("Tenant") leasing from Dr. Phillips, Inc., a Delaware not-for-profit corporation ("Landlord"), the premises located at 2324 N. Orange Blossom Trail, Orlando, Florida 32804, as described and shown on Exhibit "A" attached hereto ("Premises"), which Premises is located in a multi-tenant office center known as the Princeton Commerce Center. It is understood and agreed that Landlord is leasing said Premises to Tenant under the following terms and conditions:

1. TERM: The term and duration of this Lease shall be for one (1) year and eighteen (18) days commencing April 13, 2020 and ending April 30, 2021, provided, however, each of Landlord and Tenant may accelerate the expiration of the term of this Lease by providing the other party fifteen (15) days advance written notice thereof. Tenant agrees to vacate and surrender the Premises to Landlord upon the expiration of the term of this Lease.

2. USE: The Premises shall be used by Tenant solely as a substation for the Orlando Police Department, and for no other purpose. Tenant may use the parking lot within the Princeton Commerce Center for vehicular parking related to Tenant's use of the Premises in common with other occupants of the Princeton Commerce Center.

3. RENTAL: Except for reimbursements and charges provided herein, no rent shall otherwise be due for the term of this Lease.

4. HOLD HARMLESS:

a. During the term of this Lease, except as otherwise provided by Florida law, Tenant covenants and agrees to indemnify and save harmless Landlord from and against any and all liability, liens, claims, demands, damages, expenses, fees, fines and penalties, suits, proceedings, actions and causes of action, of any kind and nature arising or growing out of, or in any way connected with Tenant's use, occupation,

7400 Dr. Phillips Blvd. • Orlando, FL 32819-5146
P.O. Box 692709 • Orlando, FL 32869-2709
Tel 407/422-6105 • Fax 407/422-4952 • www.drphillips.org

City Council Meeting: 04-13-2020
Item: B-8 Documentary: 200413B08

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management or control of the Premises, or which may be the result of any breach, violation or non-performance of any covenants, condition or agreement herein contained on Tenant's part to be kept and performed; provided however, that notwithstanding the foregoing, nothing herein shall be construed as a waiver of Tenant's sovereign immunity under Section 768.28, Florida Statutes. To the extent of its limits of liability under Section 768.28, Florida Statutes, Tenant covenants and agrees that Tenant will, at Tenant's expense, defend any and all actions, suits or proceedings which may be brought against Landlord or in which Landlord may be impleaded with others in any such action or proceedings arising out of the use of occupancy of the Premises and that Tenant will satisfy, pay and discharge any and all judgments, orders and decrees that may be entered against Landlord in any such action or proceedings to which Landlord may be a party.

b. In the event Tenant fails to perform under the provisions of subparagraph (a) above within ten (10) days after due notice, Landlord may, at its option, take whatever reasonable action Landlord deems necessary to cure Tenant's failure to perform, and Tenant agrees to pay Landlord for all damages, costs, fees, expenses, judgments, charges and reasonable attorneys' fees incurred by Landlord in exercising its rights under this Lease.

5. UTILITIES AND REPAIRS: All utilities, including, but not limited to, electric, water, garbage, phone, and cable TV service, shall be at Tenant's sole expense. Except for the roof and structure of the Premises which will be maintained by Landlord, Tenant will be responsible for all maintenance and repairs to the Premises during the term of this Lease at Tenant's sole expense, and at the end of the lease term will return the Premises to Landlord in as good or better condition as it is now. Notwithstanding the foregoing, Landlord shall attempt to repair the roof if necessary but shall have no obligation to replace the same, and Tenant shall have no obligation to repair or replace the HVAC system should the HVAC system require repair or replacement.

6. INSURANCE: Prior to occupancy of the Premises, Tenant covenants and agrees to provide and maintain at all times during the term of this Lease and any renewal hereof, policies of insurance insuring Tenant and Landlord against any and all claims, demands, actions and causes of action whatsoever, for injuries received and damage to property in connection with the use, occupation, management and control of the Premises. Such policies of insurance shall insure Tenant and Landlord in an amount not less than One Million and no/100 Dollars (\$1,000,000) to cover claims of any one person from any single or specific cause and in an amount not less than Two Million and no/100 Dollars (\$2,000,000) to cover, in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or be claimed to have arisen against Landlord or Tenant, as aforesaid. In lieu of the insurance policies and coverages set forth herein Tenant may provide self-insurance and provide the Landlord with evidence of same.

7. COMPLIANCE WITH REGULATIONS: Tenant agrees to abide by and comply with any and all governmental regulations relating to Tenant's use of the Premises.

8. IMPROVEMENTS: Landlord shall deliver the Premises in "as is" condition. Any improvements necessary for Tenant's occupancy, including but not limited to, any renovations that might be made necessary by the Americans with Disabilities Act, shall be at Tenant's sole expense. Tenant shall not make any improvements to or changes in the Premises without Landlord's written consent, which shall be in Landlord's sole discretion.

9. CONSTRUCTION LIENS: Any consent Landlord may give to Tenant to allow Tenant to construct improvements on the Premises or to make any alterations or additions thereto shall not be deemed improvements required by an agreement between Landlord and Tenant, within the meaning of the Florida Construction Lien Law. All contractors, subcontractors, mechanics, laborers, materialmen and others who perform any work, labor or services, or furnish any materials or otherwise participate in the construction of improvements on the Premises, are hereby given notice that Tenant is not authorized to subject Landlord's interest in the Premises to any claim for any construction or other lien, and all persons dealing directly or indirectly with Tenant may not look to the interest of the Landlord in the Premises as security for payment for such labor, services or materials. At Landlord's election, an appropriate notice to such effect will be prepared in recordable form by Landlord and Tenant and recorded in the Public Records of Orange County, Florida. In addition, prior to the commencement of any work, labor or services or the furnishing of any materials in the construction of improvements on the Premises, Tenant shall (a) notify in writing any contractor or lienor making any improvements or engaging in any maintenance that this Lease contains this provision prohibiting liability of Landlord for any lien, claim of lien, or notice of non-payment pursuant to Section 713.10(2)(a), Florida Statutes, and (b) provide Landlord with a copy of each such notice.

If any construction or other lien shall be filed against the Premises, or any improvements thereon, by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for the Tenant at or on the Premises or by reason of any changes, alterations or additions to the Premises, the Tenant shall within thirty (30) days after receipt of notice from Landlord either pay such lien or cause the same to be bonded off the Premises in the manner provided by applicable law. The Tenant shall also defend on behalf of the Landlord, at the Tenant's sole cost and expense, any action, suit or proceedings which may be brought thereof for the enforcement of any such lien and the Tenant shall pay any damage (including any damage resulting from Tenant's failure to give the notice required by the immediately preceding paragraph) and discharge any judgment entered thereon and save harmless the Landlord from any claim for damage resulting therefrom.

10. HAZARDOUS MATERIALS AND POLLUTANTS: Subject to the limits of Tenant's sovereign immunity set forth in Section 768.28, Florida Statutes, Tenant shall indemnify, defend, and hold Landlord harmless from any and all liability, claims, costs, fines, fees, actions or sanctions asserted by or on behalf of any person or governmental authority arising from or in connection with Tenant's use or misuse, handling or

mishandling, storage spillage, discharge, seepage into water bodies or the groundwater supply, or release into the atmosphere of any hazardous materials, pollutants, or contaminants, whether solid, liquid or gas. Tenant shall take all reasonable precautions and safety measures, in accordance with current technology, to prevent the release of hazardous materials, pollutants, or contaminants. In the event Tenant discharges and/or learns of a discharge upon the Premises of any hazardous material, pollutant or contaminant, Tenant shall immediately undertake to contain, remove, and abate the discharge. Tenant shall also immediately contact Landlord via telephone and written correspondence to notify Landlord of such discharge. Tenant's failure to comply with the provisions of this Paragraph shall constitute a default.

11. RADON GAS: 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 health department.

12. NOTICES: For the purpose of notices required by this Lease or by law, the following addresses shall be used unless the parties have been otherwise advised in writing:

Landlord: Dr. Phillips, Inc.
P.O. Box 692709
Orlando, FL 32869-2709

Tenant: City of Orlando, Florida
Attention: Real Estate Manager
400 South Orange Avenue
Orlando, FL 32801

With a copy to:

Orlando Police Department
1250 West South Street
Orlando, FL 32805
Attn: Chief Orlando Rolón, Police Chief

13. ASSIGNMENT: Tenant shall not assign this Lease or sublet the Premises or any part thereof in any manner whatsoever and any such assignment or sublet in violation hereof shall be null and void.

14. JURISDICTION; GOVERNING LAW: The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Except for an action to collect a judgment, the exclusive venue of any action that in whole or in part involves this Lease, the Premises, or affects, directly or indirectly,

this Lease and/or Premises, in which Landlord is either a party or claims an interest, shall be in Orange County, Florida. This Lease shall not be construed against the drafter of this Lease. This Lease contains the entire agreement between the parties with respect to the leasing of the Premises, and no executory agreement hereafter shall be effective to change, modify or discharge this Lease in whole or in part unless such executory agreement is in writing and signed and delivered by the party against whom enforcement of the change, modification or discharge is sought.

15. DEFAULT: In the event that Tenant breaches this Lease and Tenant fails to cure such breach within three (3) days of Landlord's notice, Landlord may, at its option, in addition to all other remedies provided by law, terminate this Lease and retake possession of the Premises.

16. ANIMALS: No animals of any kind shall be allowed on the Premises at any time except for service animals under the Americans with Disabilities Act and canines that are part of the Orlando Police Department's K-9 Unit.

17. ANTI-TERRORISM: Tenant hereby certifies: that Tenant is not a prohibited person as set forth under any Anti-Terrorism Law; that Tenant is not in violation of any Anti-Terrorism Law; that Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation who is a prohibited person; that Tenant is not engaged in this transaction, directly or indirectly, or instigating or facilitating this transaction on behalf of any prohibited person; that Tenant is not conducting any business or engaging in any transaction or dealing with any prohibited person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any prohibited person; that Tenant is not dealing in or otherwise engaging in any transaction relating to any property or interests in property blocked pursuant to any Anti-Terrorism Law; and that Tenant is not engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any Anti-Terrorism Law. Tenant hereby agrees that it shall furnish to Landlord, in writing, any and all information requested by Landlord at any time to enable Landlord to comply with any and all Anti-Terrorism Laws.

18. SIGNAGE: Tenant may not install any signage at the Premises except with Landlord's prior written approval, in Landlord's sole discretion.

19. PAYMENT OF TAXES:

a. Tenant agrees that during the term of this Lease Tenant will pay all taxes levied by any governmental taxing authority on machinery, equipment, inventory and all other property situated on the Premises that are not part of the realty and are not the property of Landlord, and any sales or use tax levied or assessed against Tenant by any governmental taxing authority.

b. Landlord will pay all ad valorem real estate taxes assessed or levied against the Premises by any appropriate governmental or quasi-governmental taxing

authority, subject, however, to the provisions of subparagraph c. of this of this Paragraph 19. below. Landlord will have the exclusive right, but not the obligation, to contest or appeal any assessment of real estate taxes levied on the Premises by any governmental or quasi-governmental taxing authority.

c. Tenant agrees to reimburse Landlord as additional rent each calendar year an amount equal to the gross ad valorem real estate taxes assessed or levied against the Premises by any appropriate governmental or quasi-governmental taxing authority, plus applicable Florida Sales Tax. Any amount due Landlord hereunder for a period of less than one full calendar year shall be prorated on the basis of the ratio which the number of days in such period bears to the total number of days in such calendar year. All such additional rent shall be paid by Tenant within twenty (20) days following notice given by Landlord to Tenant of the amount due. The gross ad valorem real estate taxes applicable to the Premises shall be 9.19% ("Tenant's Pro-Rata Share") of the gross ad valorem real estate taxes for all of the Princeton Commerce Center.

20. PAYMENT OF STORMWATER UTILITY, FIRE INSURANCE, COMMON AREA, AND FIRE PROTECTION EXPENSES:

a. Tenant agrees to pay Landlord, as additional rent, an amount equal to Tenant's Pro-Rata Share of those certain charges arising under the City of Orlando's Stormwater Utility Code for all of the Princeton Commerce Center, plus applicable Florida Sales Tax, within twenty (20) days following notice given by Landlord to Tenant of the amount due.

b. Tenant agrees to pay Landlord, as additional rent, an amount equal to Tenant's Pro-Rata Share of the premium amount paid by the Landlord for fire and casualty insurance insuring all of Princeton Commerce Center, plus applicable Florida Sales Tax, within twenty (20) days following notice given by Landlord to Tenant of the amount due.

c. Tenant agrees to pay Landlord, as additional rent, an amount equal to Tenant's Pro-Rata Share of the common area maintenance expenses for the Princeton Commerce Center, plus applicable Florida Sales Tax, within twenty (20) days following notice given by Landlord to Tenant of the amount due.

d. Tenant agrees to pay Landlord, as additional rent, charges for fire protection applicable to the Premises, plus applicable Florida Sales Tax, within twenty (20) days following notice given by Landlord to Tenant of the amount due.

21. LANDLORD'S RIGHT TO MARKET PREMISES DURING TENANCY:
Tenant acknowledges that Landlord shall have the right to continue to show and market the Premises during the term of this Lease, and upon twenty-four (24) hour advance notice to Tenant will cooperate by opening the Premises for Landlord to show the Premises to prospective tenants.

City of Orlando
April 9, 2020

If the above is in accordance with Tenant's understanding and agreement, please sign the enclosed copies of this letter, indicate the date signed, and return them to the undersigned together with the Certificate of Insurance naming Landlord as certificate holder and additional insured. This Lease shall not become effective until such time as Landlord has received the foregoing and delivered a counter-signed copy of this Lease to Tenant.

Sincerely,

DR. PHILLIPS, INC.

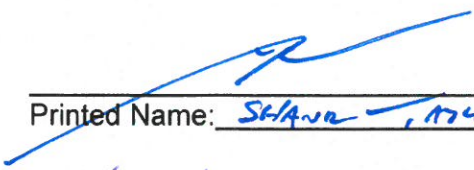
A handwritten signature in blue ink that reads "Ken Robinson". The signature is written in a cursive style with a large initial "K".

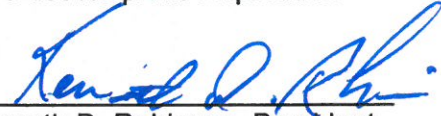
Kenneth D. Robinson
President

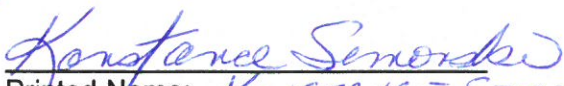
The above is in accordance with our understanding and agreement.

Signed, sealed and delivered
in the presence of:

DR. PHILLIPS, INC.,
a Delaware not-for-profit corporation


Printed Name: Shana

By: 
Kenneth D. Robinson, President

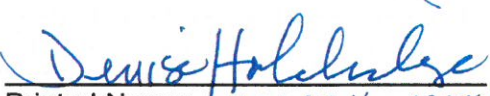

Printed Name: KONSTANCE SEMONSKI

Date: April 14, 2020

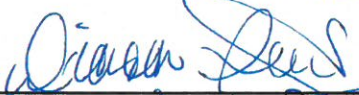
"Landlord"

Signed, sealed and delivered
in the presence of:

CITY OF ORLANDO, FLORIDA


Printed Name: DENISE HOLDRIDGE

By: 
Mayor Pro Tem


Printed Name: DIANA PEARCE

Print Name: ROBERT F. STUART

Date: APRIL 13, 2020

ATTEST:

APPROVED AS TO FORM AND
LEGALITY for use and reliance of the
City of Orlando, Florida on April 10,
2020


Denise Aldridge, City Clerk
Laurie E. Nossair 

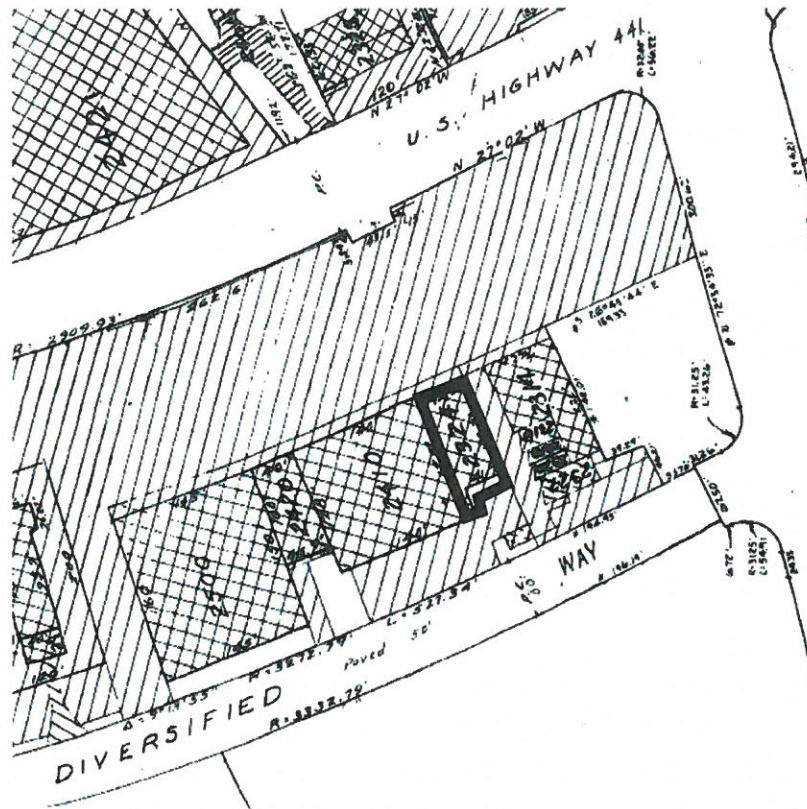

Assistant City Attorney

"Tenant"

City Council Meeting: 4-13-2020
Item: B-8 Documentary: 200413308

EXHIBIT "A"

Premises



The Premises are that portion, as outlined in a **THICK BLACK LINE** hereon, more commonly referred to as 2324 North Orange Blossom Trail, Orlando, Florida, of the following described property:

Begin at the intersection of the Westerly R/W line of US Hwy. 441 (North Orange Blossom Trail) with the Northerly R/W line of Princeton Street run thence along the Northerly R/W line of Princeton Street S $72^{\circ}54'35''$ W for 370' more or less to an intersection with the Easterly R/W line of Diversified Way; run thence along the Easterly R/W line of Diversified Way N $27^{\circ}44'43''$ W for 790' more or less to an intersection with the Southerly R/W line of Traylor Boulevard run thence along the Southerly R/W line of Traylor Boulevard N $69^{\circ}43'51''$ E for 364' more or less to an intersection with the Westerly R/W line of US Hwy. 441 (North Orange Blossom Trail); thence run Southeasterly along the Westerly R/W line of US Hwy. 441 (North Orange Blossom Trail) to the P.O.B., being a part of the SW $\frac{1}{4}$ of Section 15, Township 22 South, Range 29 East, Less Road Right-of-Way, together with the building and improvements now located thereon.