

**FLORIDA DEPARTMENT OF HEALTH, SEMINOLE COUNTY LEASE**

**THIS LEASE** is made and entered into by and between **SEMINOLE COUNTY**, a Charter County and political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "LANDLORD," and **FLORIDA DEPARTMENT OF HEALTH, SEMINOLE COUNTY**, whose address is 400 West Airport Boulevard, Sanford, Florida 32773, in this Agreement referred to as "TENANT."

**WITNESSETH:**

**WHEREAS**, LANDLORD is the owner of two certain buildings, one known as the Florida Department of Health, Seminole County, located at 400 West Airport Boulevard, Sanford, Florida and the other known as the Seminole County Services Building, located at 1101 East 1st Street, Sanford, Florida; and

**WHEREAS**, TENANT desires to lease space at 400 West Airport Boulevard, Sanford, Florida and a portion of space at the Seminole County Services Building, located at 1101 East 1st Street, Sanford, Florida for use as offices for the operation of the Florida Department of Health, Seminole County, and LANDLORD desires to provide this space;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreement contained in this Lease, LANDLORD and TENANT agree as follows:

**Section 1. Leased Premises.**

(a) LANDLORD does hereby grant to TENANT and TENANT does hereby accept from LANDLORD the exclusive use and occupancy of:

(1) 47,036 square feet of the building located at 400 West Airport Boulevard, Sanford, Florida 32773 (the "Airport Boulevard Location"); and

CERTIFIED COPY  
MARYANNE MORSE  
Clerk of Circuit Court and Comptroller

(2) 1,481 square feet of the building located at 1101 East 1st Street, Sanford, Florida 32771 (the "CSB Location").

(Both locations collectively the "Leased Premises").

(b) The Leased Premises consists of that space more particularly described in Exhibit "A" (the Airport Boulevard Location) and Composite Exhibit "B" (the CSB Location) attached to this Lease. It is understood by the parties that the square footage and the specifications as contained in Exhibit "A" and Composite Exhibit "B" are approximate. Prior to commencement of this Lease, the parties shall conduct a field verification of the site and shall finalize the exact square footage and floor plan at this time.

**Section 2. Term.** The term of this Lease commences on the date when the last party has properly executed this Lease as determined by the date set forth immediately below the respective signature of the parties. The term continues until June 30, 2021, unless sooner terminated as provided in this Lease. The Lease, upon mutual agreement of LANDLORD and TENANT, may be renewed upon the same terms and conditions for one (1) successive period of five (5) years.

**Section 3. Rental.** Pursuant to Section 154.01(6)(a), Florida Statutes (2016), as this statute may be amended from time to time, LANDLORD shall provide possession of the Leased Premises for no rental cost.

**Section 4. Utilities, Janitorial Service, Repair and Maintenance.**

(a) LANDLORD shall, at its expense, during the term of this Lease, furnish TENANT at the Leased Premises with the following:

(1) Repairs and maintenance to the exterior of the building, including outside walls, roof, windows, and foundations, and the maintenance and repair of the interior, including

lights, plumbing, HVAC maintenance, electrical wiring, outlets, wall and floor surface, (excluding paint), windows, roofs, and doors (original buildout only, not including tenant's improvements), unless such repair can be demonstrated as being necessary due to TENANT negligence.

(2) Pest control.

(3) All janitorial services and utilities, including electric, water and sewer.

(b) TENANT is responsible for notifying LANDLORD of maintenance or repair needs, except for routine scheduled maintenance items. TENANT shall take all necessary precautions to protect persons and property from injury or damage that could result from unmitigated maintenance or repair needs.

**Section 5. Possession.**

(a) Delivery of possession within the meaning of this Lease will be accomplished by LANDLORD's delivery to TENANT of the keys to the Leased Premises. The Leased Premises will be delivered to TENANT in a condition that is in good order, repair, safe, clean, and tenable immediately upon TENANT taking possession of the Leased Premises. TENANT shall take possession of the Leased Premises AS IS.

(b) LANDLORD agrees that upon the date of delivery of possession to the TENANT, the Leased Premises will be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would prohibit TENANT from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, TENANT will conclusively be deemed to have accepted the Leased Premises and to have acknowledged that

the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in LANDLORD's construction.

**Section 6. Remodeling Privileges.** After occupancy of the Leased Premises by TENANT, LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense at the Airport Boulevard Location, except that TENANT shall not make any structural change which will impair the structural integrity of the premises without the prior written consent of LANDLORD. TENANT shall submit to LANDLORD, prior to commencement of any remodeling, drawings of all modifications for LANDLORD's review and approval. LANDLORD shall not unreasonably withhold this approval. No such remodeling privileges are allowed at the CSB Location.

**Section 7. Use of Leased Premises.** TENANT will have the exclusive use of the Leased Premises for the Seminole County Department of Health. TENANT covenants that it shall not use or 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 charter or ordinances of Seminole County or the City of Sanford. 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 of the building, or increase the hazard of risk. TENANT shall not permit any nuisance on the Leased Premises.

**Section 8. Quiet Possession.** LANDLORD shall warrant and defend TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease.

**Section 9. Assignment and Subletting; Successors and Assigns.**

(a) TENANT shall not assign or sublet the Leased Premises, or any part of it, without first obtaining the written consent of LANDLORD. LANDLORD acknowledges and consents to

TENANT subleasing space with the Leased Premises at the Airport Boulevard Location to Central Florida Family Health Center, Inc. d/b/a True Health, 4930 East Lake Mary Boulevard, Sanford, Florida 32771 ("True Health"). TENANT shall require all subtenants, including True Health, to sign a sublease including a provision for the subtenant to agree to all terms of this Lease. TENANT shall also promptly provide LANDLORD with a copy of all executed subleases and any amendments and renewals of them. To the extent permitted by law, as a state agency governed by Section 768.28, Florida Statutes (2016), as this statute may be amended from time to time, TENANT hereby indemnifies and holds LANDLORD harmless from all acts or omissions of True Health, any other subtenants, and their employees and contractors. No subletting by TENANT will affect the obligations of TENANT under this Lease.

(b) All rights, obligations, and liabilities in this Lease given to or imposed upon the respective parties to this Lease extends to and binds the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of the parties.

**Section 10. Installation and Removal of Equipment and Fixtures.** TENANT has the right to move and place on the Leased Premises equipment and other items necessary for TENANT's use of the Leased Premises. TENANT may install fixtures necessary for TENANT's use at the Airport Boulevard Location but not at the CSB Location. All fixtures at the Airport Boulevard Location furnished by LANDLORD will remain in the property of LANDLORD and may not be removed by TENANT. All equipment and property placed by TENANT at its own expense in, on, or about the Leased Premises, including fixtures temporarily affixed to the realty at the Airport Boulevard Location, but which may be removed without damage, will remain the property of TENANT and TENANT has the right, at any time during the term of this Lease or at the end of this Lease, to remove all such equipment, property, and fixtures.

**Section 11. Fire and Casualty.**

(a) LANDLORD covenants and agrees that it shall carry fire and casualty insurance for the buildings on the Lease Premises. In the event the Leased Premises or a major portion of the Leased Premises are damaged or destroyed by casualty, fire, vandalism or otherwise, to an extent which renders them untenable, as LANDLORD may determine, LANDLORD may rebuild or repair such damaged or destroyed portions. In the event LANDLORD elects not to rebuild or repair the Leased Premises or fails to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(b) LANDLORD is not liable to TENANT for any damage to TENANT's personal property caused by fire or other peril, whether or not included in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect), no matter how caused. It is understood that TENANT shall look solely to its insurer for reimbursement of damage to TENANT's personal property.

**Section 12. Liability Insurance.** TENANT, each and every subtenant, and each and every doctor and other professional using the Leased Premises, shall maintain their own liability insurance protection against claims of third persons and their property arising through or out of the use and occupancy of TENANT of the Leased Premises. LANDLORD is not be liable for any such claims. LANDLORD may maintain its own protection against such claims arising out of its ownership of the premises.

**Section 13. Hold Harmless.** Each party shall hold the other party harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs

and attorney's fees, which may occur as a result of the party's, its agents', or employees' negligence or fault, to the extent permitted by law.

**Section 14. Termination.** This Lease may be terminated by either party at any time with or without cause, upon ninety (90) days' notice to the other party.

**Section 15. Surrender of Possession.** TENANT shall deliver up and surrender to LANDLORD possession of the Leased Premises at the expiration or termination of this Lease in as good condition as when TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

**Section 16. Waiver.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by LANDLORD or by TENANT may be deemed to imply or constitute a waiver of any succeeding or other breach contained in this Lease.

**Section 17. Entire Agreement.** It is understood and agreed that the entire agreement of the parties as to the subject matter of this Lease is contained in this Lease, as this Lease may be amended pursuant to Section 18 below, which supersedes all oral agreements, negotiations, and prior and future agreements between the parties that may relate to the Leased Premises.

**Section 18. Amendment or Modification.** Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed in this Lease, and that no amendment or modification of this Lease will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Lease.

**Section 19. Holding Over After Termination.** If, after the expiration of this Lease, TENANT holds over and remains in possession of the Leased Premises, then such holding over

will be deemed to be a periodic tenancy from month to month on the same terms and conditions contained in this Lease.

**Section 20. Dispute Resolution.** Either party to this Lease may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Lease. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. The parties agree that, in the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida which is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

**Section 21. Conflict of Interest.**

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2016), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2016), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Lease.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

**Section 22. Notices.** Any notice delivered with respect to this Lease must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person(s) hereinafter designated, 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 in according to this section:

**For LANDLORD:**

Contracts and Leasing Coordinator  
Fleet and Facilities Division  
Public Works Department  
205 West County Home Road  
Sanford, FL 32773



**For TENANT:**

Florida Department of Health, Seminole County  
400 West Airport Boulevard  
Sanford, FL 32773

**Section 23. Governing Law.** The laws of the State of Florida govern the validity, enforcement and interpretation of this Lease. Seminole County is the sole venue for any legal action in connection with this Lease.

**Section 24. Severability.** If any provision of this Lease or the application of this Lease to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared severable.

**Section 25. Public Records Law.**

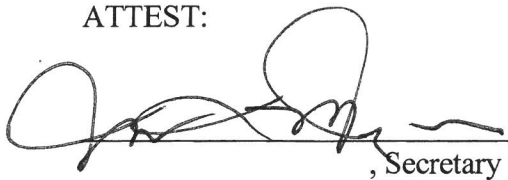
(a) LANDLORD and TENANT acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2016) as this statute may be amended from time to time, to release public records to members of the public upon request. TENANT and LANDLORD acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, in the handling of the materials created under this Lease and that this statute controls over the terms of this Lease.

(b) Failure to comply with this Section will be deemed a material breach of this Lease, for which the non-breaching party may terminate this Lease immediately upon written notice to the breaching party.

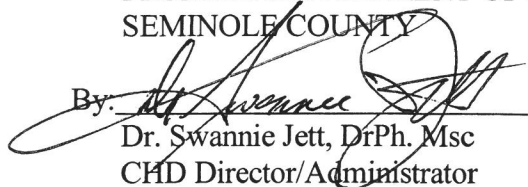
**Section 26. Headings and Captions.** All headings and captions contained in this Lease are provided for convenience only, do not constitute a part of this Lease and may not be used to define, describe, interpret or construe any provision of this Lease.

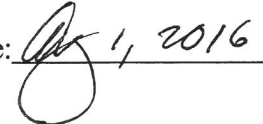
**IN WITNESS WHEREOF**, the parties hereto have executed this instrument for the purpose contained in this Lease.

ATTEST:

  
\_\_\_\_\_  
, Secretary

FLORIDA DEPARTMENT OF HEALTH,  
SEMINOLE COUNTY


By:   
\_\_\_\_\_  
Dr. Swannie Jett, DrPh. Msc  
CHD Director/Administrator

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

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BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

  
\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
Seminole County only.

By:   
\_\_\_\_\_  
JOHN HORAN, Chairman

Date: 8/4/16

As authorized for execution by the Board of  
County Commissioners at its July 26,  
2016, regular meeting.

Approved as to form and  
legal sufficiency.

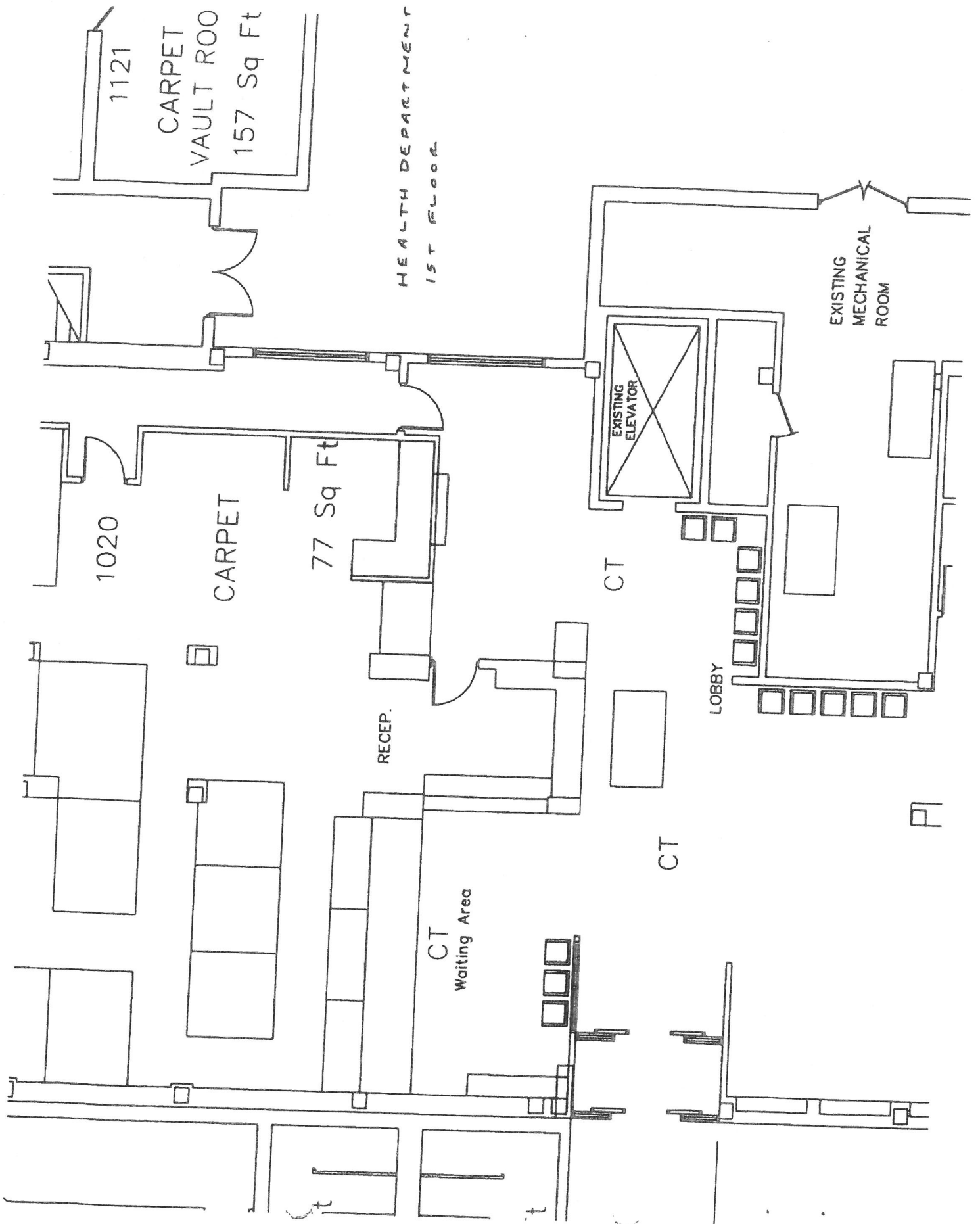
  
\_\_\_\_\_  
County Attorney

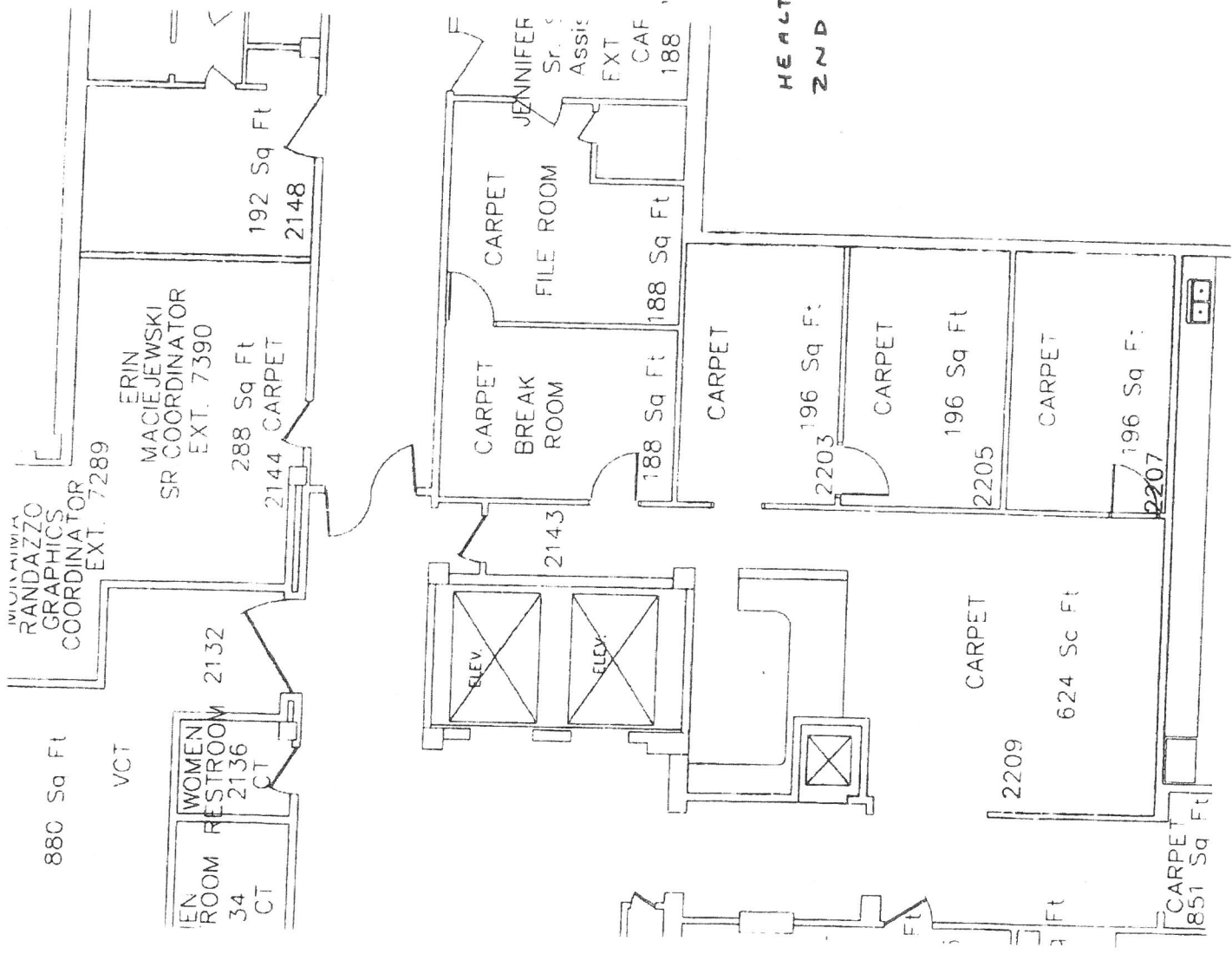
DGS/dre  
07/22/16

Attachment:

Exhibit "A" – Property description of the Florida Department of Health, Seminole County  
Composite Exhibit "B" – Property description of the Seminole County Services Building  
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HEALTH DEPARTMENT  
2ND FLOOR CSB