

**LEASE AGREEMENT**  
**STATE OF FLORIDA DEPARTMENT OF LAW ENFORCEMENT**  
**SECONDARY COMPUTER DATA STORAGE SITE**  
**STATE LEASE NUMBER 710:0236**

THIS LEASE AGREEMENT is made and entered into this 23rd day of July, 2019, 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, in this Lease Agreement referred to as "COUNTY," the **SEMINOLE COUNTY SHERIFF'S OFFICE**, whose address is 100 Eslinger Way, Sanford, Florida 32773, in this Lease Agreement referred to as "SHERIFF," and the **STATE OF FLORIDA, DEPARTMENT OF LAW ENFORCEMENT**, whose address is 2331 Phillips Road, Tallahassee, Florida 32308, in this Lease Agreement referred to as "FDLE."

**WITNESSETH:**

**WHEREAS**, COUNTY is the owner of a certain building known as the [REDACTED]

**WHEREAS**, the Seminole County Board of County Commissioners ("BCC") has the authority under Section 125.38, Florida Statutes (2018), to enter a private lease of real property with FDLE as an agency of the State of Florida if such lease is in the public or community interest and welfare and the leased property is not needed for a COUNTY purpose; and

CERTIFIED COPY - GRANT MALOY  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER  
SEMINOLE COUNTY, FLORIDA  
BY Deni Porter DEPUTY CLERK 

[REDACTED]

**WHEREAS**, the BCC finds this Lease Agreement is in the public or community interest and welfare and the property to be leased is not needed for a COUNTY purpose,

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth in this Lease Agreement, SHERIFF, COUNTY, and FDLE agree as follows:

**Section 1. Leased Premises.** Upon payment of the rent as set forth and the continued payment as provided in this Lease Agreement, COUNTY hereby leases and demises the following described Leased Premises [REDACTED]

**Section 2. Term.** The term of this Lease Agreement commences on December 1, 2019 and continues through November 30, 2024, the date of signature by the parties notwithstanding, unless earlier terminated as provided in this Lease Agreement. Upon mutual agreement of the parties, this Lease Agreement may be extended for two (2) additional two (2) year terms.

**Section 3. Rental.** FDLE shall pay COUNTY as rent for the Leased Premises the annual sum of TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00), payable without demand and without setoff or deduction except as expressly provided in this Lease Agreement, in equal monthly installments of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00). Each

monthly rental payment accrues beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) calendar month after execution of this Lease Agreement, continues to accrue in the same manner for each subsequent month for the term of this Lease Agreement, and is to be paid in the manner prescribed by Section 215.422, Florida Statutes (2018), as this statute may be amended from time to time.

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

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

**Section 5. Effect of Default in Rent and other Payments.** If FDLE defaults in the payment of any installment of rent under this Lease Agreement, such installments will bear interest at the rate of ten percent (10%) per annum from the date it is due until actually paid. All other obligations, benefits, and monies that may become due to COUNTY from FDLE under the terms of this Lease Agreement, or which are paid by COUNTY because of FDLE's default under this Lease Agreement, will bear interest at the rate of ten percent (10%) per annum from the due date until paid. In the case of sums paid by COUNTY because of FDLE's default under this Lease Agreement, such payment will bear interest at a rate of ten percent (10%) per annum from the date that COUNTY makes such payments until the date that FDLE reimburses COUNTY for such payment.

**Section 6. Handicapped Standards and Alterations.**

(a) COUNTY represents that the Leased Premises now conform, or that prior to FDLE's occupancy, the Leased Premises, at COUNTY's expense, will be brought into

conformance with the requirements of Florida Americans with Disabilities Accessibility Implementation Act, Section 553.513, Florida Statutes (2018), providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 C.F.R. Part 35 and Appendix to Section 26 C.F.R. Part 1991, known as the "Americans with Disabilities Act of 1990" by the United States Architectural and Transportation Barriers Compliance Board, as all of these statutes and regulations may be amended from time to time.

(b) FDLE has the right to make any alterations in and to the Leased Premises during the term of this Lease Agreement upon first having obtained the written consent of SHERIFF and COUNTY for such alterations. SHERIFF and COUNTY shall not unreasonably withhold consent to any such alterations.

**Section 7. Purpose.** The purpose of this Lease Agreement is to permit FDLE to use the Leased Premises as a secondary computer data storage site.

**Section 8. Use of Leased Premises.** [REDACTED]

[REDACTED]

FDLE shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America or the State of Florida, or the ordinances of Seminole County, Florida or of the City of Sanford, Florida. FDLE shall not use or keep any substance or material in or about the Leased Premises that may vitiate or jeopardize the validity of the insurance on the Leased Premises, including the buildings on them, or increase the hazard of risk. FDLE shall not permit any nuisance on the Leased Premises. [REDACTED]

[REDACTED]



**Section 9. Quiet Possession.** COUNTY warrants and shall defend FDLE in the enjoyment and peaceful possession of the Lease Premises during the term of this Lease Agreement.

**Section 10. Utilities and Lighting.** COUNTY shall provide and pay for all utilities including lights, gas, electrical current, water, and sewer used anywhere in, on or about the Leased Premises. COUNTY shall pay the charges made by the suppliers of such utilities promptly when due.

**Section 11. Assignment and Subleasing.** FDLE is not permitted to assign this Lease Agreement or sublease the Leased Premises.

**Section 12. Liabilities and Responsibilities of the Parties.**

(a) Each party to this Lease Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that respective party and the officers, employees, and agents of that respective party arising from or related to this Lease Agreement. FDLE's insurance coverage must be as provided under Chapter 284, Part II, Florida Statutes (2018), with proof of the insurance coverage to be provided to COUNTY upon request.

(b) The parties further agree that nothing contained in this Lease Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY, SHERIFF, or FDLE beyond the waiver provided for in Section 768.28, Florida Statutes (2018), as this statute may be amended time to time. The waiver of a provision in this Lease Agreement

by any party will not constitute the further waiver of such provision or the waiver of any other provision.

**Section 13. Maintenance and Repairs.**

(a) COUNTY shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting and the replacement of worn or damaged floor covering. During the term of this Lease Agreement, COUNTY shall keep the interior 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) COUNTY shall maintain the interior of the Leased Premises to conform to 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 periods.

**Section 14. Air Conditioning.**

(a) COUNTY shall furnish air conditioning to FDLE and maintain the necessary air conditioning equipment in satisfactory operating condition for the Leased Premises at all times during the term of the Lease Agreement at the expense of COUNTY.

**Section 15. 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, COUNTY, at its option, may promptly repair the damage to such Leased Premises at COUNTY's own cost and expense. The rental on the Leased Premises will cease until the completion of such repairs. COUNTY shall immediately refund to

FDLE the pro rata part of any rentals paid in advance by FDLE for any time the Leased Premises are unavailable due to such casualty. Upon the completion of such repairs, the full rental will commence and the Lease Agreement will then continue for the balance of the Term of this Lease Agreement.

(b) COUNTY shall provide for fire protection during the Term of this Lease Agreement in accordance with the fire safety standards of applicable codes as interpreted by COUNTY. COUNTY will be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of these codes. COUNTY agrees that the Leased Premises will be available for inspection by the State Fire Marshal prior to occupancy by FDLE and at any reasonable time thereafter.

(c) COUNTY certifies that no asbestos was used in the construction of the Leased Premises or that, if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

(d) Pursuant to Section 404.056, Florida Statutes (2018), as this statute may be amended from time to time, the following notice is hereby given to FDLE.

**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 building in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

FDLE hereby acknowledges that it has read this notice prior to the execution of this Lease.

**Section 16. Property Insurance and Commissions.**

(a) COUNTY shall carry appropriate property insurance on the Leased Premises. COUNTY will not be liable to carry any insurance on the person or property of FDLE or any other person or property that may now or subsequently be placed in the Leased Premises.

(b) COUNTY agrees, covenants, certifies, and warrants to FDLE that no portion of the rent payable pursuant to this Lease Agreement is at an increased rate above the rate of the building based on or attributable to any commission or fee that is paid or is payable by COUNTY as a result of COUNTY having utilized or contracted for the services of any real estate broker, salesman, agent, or firm in any aspect of COUNTY's dealings or any dealings involving the leasing of the Leased Premises to FDLE.

**Section 17. Availability of Funds.** The State of Florida's performance and obligation to pay under this Lease Agreement is contingent upon an annual appropriation by the Legislature, pursuant to Section 255.2502, Florida Statutes (2018), as this statute may be amended from time to time. Failure on the part of the State to appropriate funds for this Lease Agreement will result in termination of this Lease Agreement and removal of all equipment by FDLE.

**Section 18. Cancellation and Termination.**

(a) This Lease Agreement may be cancelled or terminated by any party at any time with or without cause upon not less than thirty (30) days written notice delivered to the other parties or, at the option of COUNTY, immediately in the event any of the terms, covenants, or agreements of this Lease Agreement have been violated by written notice delivered to the other parties.

(b) FDLE has the right to terminate this Lease Agreement without penalty in the event a State-owned building becomes available to FDLE for occupancy, and upon the giving six (6) months advance written notice to COUNTY by Certified Mail, Return Receipt Requested.

**Section 19. Delivery of Possession.** If COUNTY is unable for any reason whatsoever to deliver possession of the Leased Premises on the commencement date of the term of this Lease Agreement, COUNTY will not be liable to FDLE for any damage caused by such non-delivery, nor will this Lease Agreement as a result become void or voidable, nor will the term of this Lease Agreement in any way be extended, but in such event FDLE will not be liable for any rent under this Lease Agreement until such time as COUNTY can and does deliver possession.

**Section 20. Surrender of Possession.** FDLE shall deliver up and surrender to COUNTY possession of the Leased Premises at the expiration or termination of this Lease Agreement in as good condition as when FDLE 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 21. Removal of Property.** Without demand by COUNTY, at FDLE's own cost and expense, and prior to expiration or earlier termination of the term or of any extended term of this Lease Agreement, FDLE shall: (a) remove all property belonging to FDLE and all alterations, additions, improvements, and fixtures that by the terms of this Lease Agreement FDLE 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 so removed. Any property not so removed will be deemed to have been abandoned by FDLE and may be retained or disposed of by COUNTY.

**Section 22. Acceptance of Premises by FDLE.** The taking of possession of the Leased Premises by FDLE will be conclusive evidence that the Leased Premises are in good and satisfactory condition when possession of the Leased Premises was taken, latent hidden defects excepted.

**Section 23. Waiver.** No waiver of any breach of any one or more of the conditions or covenants of this Lease Agreement by COUNTY, SHERIFF, or FDLE may be deemed to imply or constitute a waiver of any succeeding or other breach under this Lease Agreement.

**Section 24. Amendment or Modification.** The parties 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 25. 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 in according to this section:

**As to COUNTY:**

Contract and Leasing Coordinator  
Facilities Management Division/Public Works Department  
205 West County Home Road  
Sanford, Florida 32773

**As to SHERIFF:**

Seminole County Sheriff's Office  
100 Eslinger Way  
Sanford, Florida 32773

**AS TO FDLE**

BSP/Office of General Service  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

**Section 26. Default.** Each party to this Lease Agreement, in the event of act of default by any other party, will have all remedies available to it under the laws of the State of Florida, subject to the provisions and limitations of Section 768.28, Florida Statutes (2018), as this statute may be amended from time to time.

**Section 27. Applicable Law.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease Agreement.

**Section 28. Disclosure Statement.** COUNTY agrees to execute the Disclosure Statement, attached to this Lease Agreement as Exhibit B, and the Employment Eligibility Verification attached as Addendum A.

**Section 29. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease Agreement for the purpose expressed above.

ATTEST:

[Signature]  
Witness

Mark Whalley  
Print Name

[Signature]  
Witness

Alexa Soteros  
Print Name

Barbara Taylor  
Witness

Barbara Taylor  
Print Name

[Signature]  
Witness

William Johnson  
Print Name

STATE OF FLORIDA, DEPARTMENT OF  
LAW ENFORCEMENT

Teri Jenkins

SMAS  
Title

4-24-2019  
Date

OFFICE OF GENERAL COUNSEL, FDLE

[Signature]  
4-24-19

Date  
SEMINOLE COUNTY SHERIFF

[Signature]  
By: DENNIS M. LEMMA

Date: 05/10/2019

[Signatory page continues on page 13.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By:   
\_\_\_\_\_  
BRENDA CAREY, Chairman

Date: 07-23-2019

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its July 23,  
2019, regular meeting.

Approved as to form and  
legal sufficiency.

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

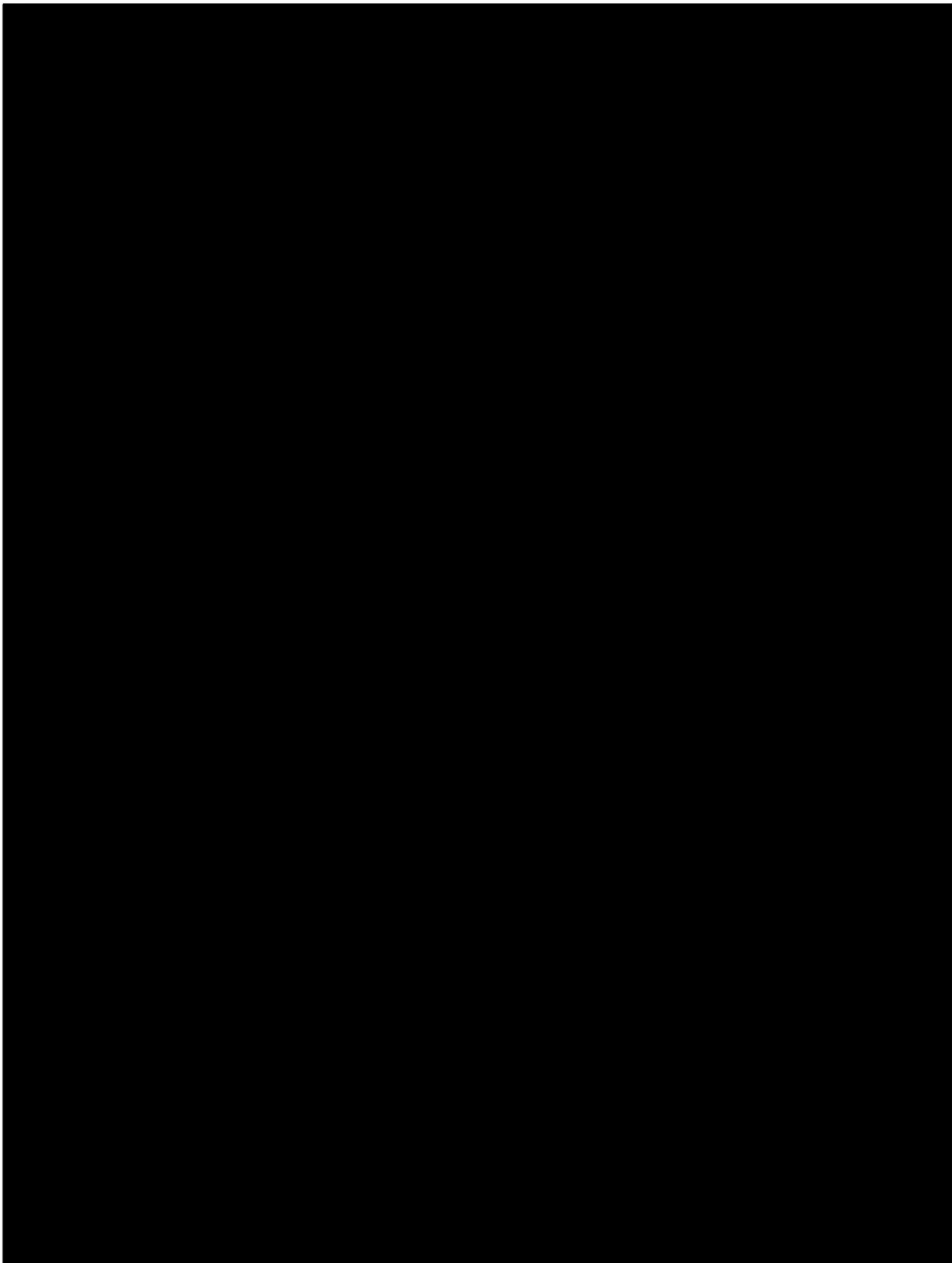
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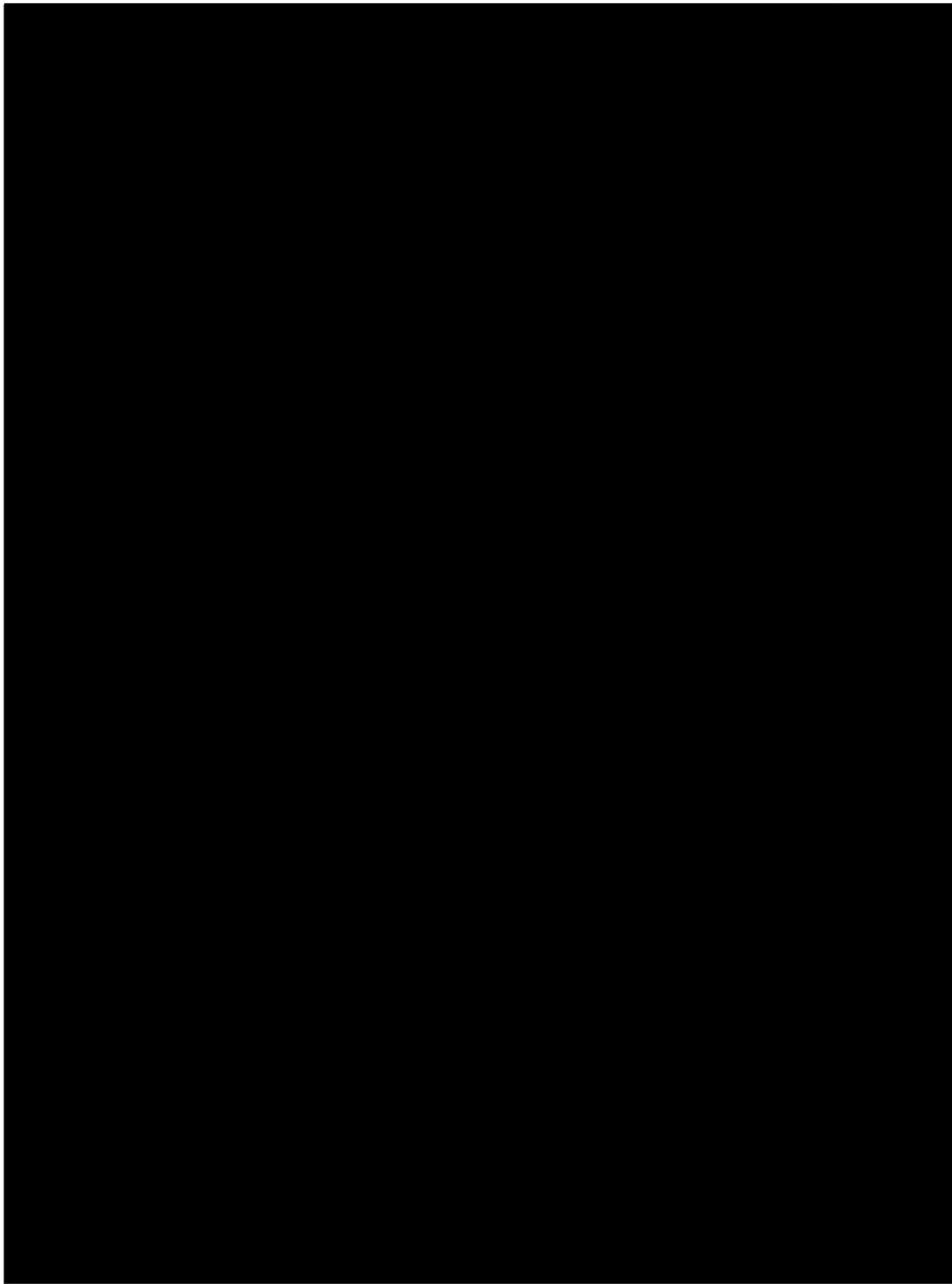
Attachments:



Addendum A – Employment Eligibility Verification  
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STATE OF FLORIDA  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**Employment Eligibility Verification**

ADDENDUM                     A                    

LEASE NUMBER:           7 1 0 : 0 2 3 6          

Pursuant to Executive Order #11-02 (as Superseded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: <http://www.uscis.gov/e-verify>.

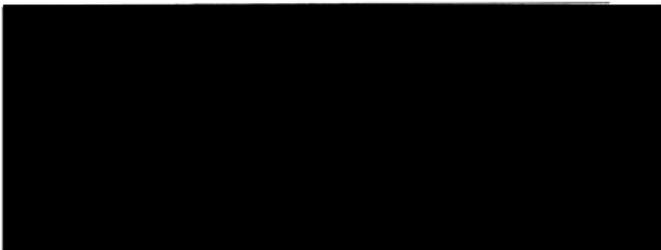
Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this **Employment Eligibility Verification** provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this lease.

Florida Department of Law Enforcement

Seminole County Sheriff's Office



          4-24-2019            
 Date

\_\_\_\_\_  
 Lessor

(x) \_\_\_\_\_  
 Lessor Signature

\_\_\_\_\_  
 Name/Title

\_\_\_\_\_  
 Date

STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
Employment Eligibility Verification

ADDENDUM A

LEASE NUMBER: 710:0236

Barbara Taylor  
Witness

Barbara Taylor  
Print Name

William Johnson  
Witness

William Johnson  
Print Name

SEMINOLE COUNTY SHERIFF  
By: Dennis M. Lemma  
DENNIS M. LEMMA

Date: 5/10/2019

ATTEST:

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

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

David A. Shields  
County Attorney

DGS/dre  
05/02/19

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BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: Brenda Carey  
BRENDA CAREY, Chairman

Date: 07-23-2019

As authorized for execution by the Board of  
County Commissioners at its July 23,  
2019, regular meeting.