

ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT

THIS ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT ("Lease") is made and entered into this 25th day of February 2020 ("Effective Date"), 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, hereinafter referred to as "COUNTY" or "LANDLORD," and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation doing business as **ADVENTHEALTH HOPE AND HEALING CENTER**, whose mailing address is 601 East Altamonte Drive, Altamonte Springs, Florida 32701, hereinafter referred to as "TENANT."

WITNESSETH:

WHEREAS, COUNTY is the owner of certain real property located at 212 Eslinger Way, Sanford, Florida 32773; and

WHEREAS, the Seminole County Board of County Commissioners ("BCC") has the authority to lease real property to not-for-profit corporations pursuant to Section 125.38, Florida Statutes (2019), so long as the lease is for a public or community interest; and

WHEREAS, TENANT is a Florida not-for-profit corporation established and authorized to operate in Florida; and

WHEREAS, the BCC has determined that the real property described hereinafter to be leased is not currently needed for COUNTY purposes; and

WHEREAS, the space sought under this Lease is currently part of the COUNTY offices designated for use by the Seminole County Sheriff's Office; and

WHEREAS, Dennis M. Lemma as Sheriff of SEMINOLE COUNTY (“SHERIFF”) seeks additional community treatment opportunities to combat and treat substance abuse; and

WHEREAS, substance abuse affects the public health and social and economic welfare of the citizens of COUNTY; and

WHEREAS, COUNTY, SHERIFF, and TENANT have been and will continue to work together on efforts to address substance abuse and substance abuse related issues; and

WHEREAS, SHERIFF and TENANT have entered into a Memorandum of Understanding Agreement (“MOU”) effective FEBRUARY 25, 2020, to document the understanding of SHERIFF and TENANT regarding readiness of Leased Premises to be used as an Addiction Recovery and Treatment Center (“Center”) as well as start-up support and yearly support provided by SHERIFF for Center through community donations received by SHERIFF’S Community Foundation.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, COUNTY and TENANT agree as follows:

Section 1. Leased Premises, Definitions, Legal Description, and Exclusive Use.

(a) **Leased Premises.** Upon payment of the Rent as hereinafter defined and the continued performance of the covenants provided herein during the Term of this Lease, COUNTY hereby leases and demises to TENANT the Leased Premises as defined in Exhibit A. For all purposes under this Lease, it shall be conclusively presumed that the Leased Premises contain a total of **FIVE THOUSAND THREE HUNDRED EIGHTY (5,380)** rentable square feet within the Building and includes 40 public parking spaces, six (6) reserved parking spaces, and two (2) handicap parking spaces located on the Real Property, which shall be for the exclusive use of TENANT and TENANT’s employees, agents, and invitees.

(1) **Definition of Leased Premises.** The “Leased Premises” shall be defined as the Building and the Real Property together with all other improvements located on the Real Property including, but not limited to, all parking lots and parking spaces, driveways, sidewalks and walkways, landscaping, loading and unloading ramps and designated areas, and all service access points to the Building and Real Property.

(2) **Definition of Building.** The “Building” shall be defined as that entire stand-alone, single tenant, improvement to and located on the Real Property with a U.S. Postal address of 212 Eslinger Way, Sanford, Florida 32773, located in Seminole County, Florida. The layout of the Building is attached hereto as Exhibit A.

(3) **Definition of Real Property.** The “Real Property” shall be defined as those certain two (2) parcels, situated in the County of Seminole, State of Florida, containing the parcel ID numbers, as further described in the following certain legal descriptions:

FIRST PARCEL - BUILDING:

BEG 510 FT E of SW COR BLK J RUN E 290.40 FT N 150 FT W 290.40 FT S 150 FT to BEG FAIRLANE ESTATES SEC 1 Lot 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 80 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel ID: 11-20-30-5AM-0J02-0000

SECOND PARCEL - PARKING:

PT BLK J DESC AS BEG 460 FT E OF SW COR RUN N 00 DEG 24 MIN 30 SEC W 200 FT N 89 DEG 35 MIN 30 SEC E 470 FT S 00 DEG 24 MIN 30 SEC E 200 FT S 89 DEG 35 MIN 30 SEC W 129.6 FT N 00 DEG 24 MIN 30 SEC W 150 FT S 89 DEG 35 MIN 30 SEC W 290.4 FT S 00 DEG 24 MIN 30 SEC E 150 FT S 89 DEG 35 MIN 30 SEC W 50 FT TO BEG FAIRLANE ESTATES SEC 1 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 80 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel ID: 11-20-30-5AM-0J03-0000

(b) **Exclusive Use and Common Area.**

(1) **Exclusive Use.** The use and occupation by TENANT of the Leased Premises shall include the exclusive use of the Building and Real Property and any and all improvements located on the Real Property, which may include, but is not limited to, any and all Common Area as hereinafter defined.

(2) **Definition of Common Area.** "Common Area" shall be defined as all any and all areas with respect to and capable of servicing the Leased Premises but that are not already granted by this Lease to TENANT for exclusive use including, without limitation, common entrances, lobbies, corridors, stairwells, public restrooms, parking areas, trash areas, walkways, driveways, sewer systems, drainage systems, outdoor lighting, and landscaped areas.

Section 2. Term. This Lease shall become effective on the date TENANT is deemed to have taken possession of the Leased Premises pursuant to Section 22 of the Lease ("Commencement Date"). The Lease shall continue and then terminate at 11:59 p.m. on the later of December 31, 2023, or the date that is three (3) years from the Commencement Date, unless sooner terminated pursuant to the terms hereof ("Initial Term"). TENANT shall have the option to renew the Lease by two (2) additional one (1) year terms (each a "Renewal Term" and collectively, "Renewal Terms") pursuant to a writing signed by both TENANT and COUNTY. The Initial Term and all Renewal Terms are referred to collectively as the "Term." Any and all Renewal Terms shall be subject to and on the same terms, covenants, and conditions as this Lease.

Section 3. Rent and Security Deposit. During the Term, TENANT shall pay COUNTY, as rent for the Leased Premises, the annual sum of ONE AND NO/100 DOLLARS (\$1.00) ("Rent") commencing on the Commencement Date of this Lease and continuing on each

annual anniversary date of this Lease until this Lease terminates or expires. TENANT, as a not for profit corporation, is exempt from paying sales and use taxes on Rent. COUNTY waives and does not require TENANT to remit any sum as a security deposit under this Lease.

Section 4. Improvements and Alterations. COUNTY has delegated and authorized SHERIFF to complete the improvements and alterations identified in the Memorandum of Understanding for Improvements and Alterations and Construction Rider attached hereto and made a part hereof as **Exhibit B.**

Section 5. Purpose. The purpose of this Lease is to permit TENANT to operate an addiction recovery and treatment center. TENANT shall not use the Leased Premises for any other purpose, unless approved in advance by COUNTY.

Section 6. Use of Leased Premises.

(a) **Exclusive Use.** TENANT will have the exclusive use of the Leased Premises, Building, and Property for such lawful use as TENANT may desire in connection with or incidental to the purposes described in Section 5 (Purpose) of this Lease during the Term of this Lease. TENANT covenants that it shall not intentionally use or intentionally permit the Leased Premises to be used for any purpose prohibited by the applicable laws of the United States of America, the State of Florida. TENANT shall not intentionally use or intentionally keep any substance or material in or about the Leased Premises that is not necessary or desirable to implement the intended purpose and use of the Leased Premises and that would violate any applicable federal, state, or local law, ordinance, rule or regulation pertaining to Hazardous Materials (as hereinafter defined), industrial hygiene, or environmental conditions (“Environmental Laws”). TENANT shall not intentionally permit, to the degree reasonably possible, any continued nuisance in the Leased Premises after receiving prior, written notice

from COUNTY. TENANT shall promptly cure any known condition that violates the foregoing requirements of this Section that is reasonably able to be cured by TENANT. For purposes of this Lease, the term "Hazardous Materials" shall include any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants," "regulated substances," "infectious wastes," "medical wastes," or other pollution under any applicable federal, state, or local law, ordinance, rule or regulation now or hereafter in effect. Notwithstanding anything herein to the contrary, TENANT shall have no obligation for any Hazardous Materials or any other violations of this Section that were (1) already in existence as of the Effective Date of this Lease; (2) placed onto the Leased Premises by COUNTY and/or others not related to nor approved by TENANT; or (3) caused by forces beyond the control of TENANT.

(b) **Equipment.** TENANT may install and use such equipment as is necessary, desirable, or incidental to TENANT'S use of the Leased Premises. TENANT shall obtain, at its expense, all permits and approvals required from all applicable governmental authorities for TENANT's use of the Premises as contemplated herein.

(c) **Medical and Hazardous Waste.** TENANT is responsible for the storage and removal from the Leased Premises of all medical, special, and infectious waste generated by TENANT in the normal course of providing medical care within the Leased Premises.

(d) **Telecommunications.** TENANT and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have, at no additional cost, right of access to and within the Building (including without limitation its risers, chases, and telecommunications closets), for the installation and operation of telecommunications services, including voice, video, data, internet, and any other

services provided over wire, fiber optic, microwave, wireless, and any other transmission services for part or all of TENANT'S telecommunications within the Building and from the Building to any other location. TENANT acknowledges that COUNTY shall not be required to provide or arrange for any telecommunications services and that COUNTY shall have no liability to TENANT in connection with the installation, operation, or maintenance of telecommunications services or any related equipment, unless due to COUNTY's negligence or willful misconduct. TENANT, at its cost and for TENANT'S account, shall be solely responsible for obtaining all telecommunications services. For purposes of this Section "telecommunications lines" includes all communications and computer wires and cables.

Section 7. Quiet Possession. COUNTY shall warrant and defend TENANT in the lawful enjoyment and possession of the Leased Premises during the Term of this Lease according to the covenants provided in this Lease. COUNTY or COUNTY agents may enter the Leased Premises upon a time mutually agreeable to COUNTY and TENANT and upon a minimum of **TWO (2) BUSINESS DAYS'** prior notice to TENANT; however, COUNTY and TENANT may mutually agree to earlier access in cases of emergency.

Section 8. Assignment and Subletting. TENANT shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of COUNTY, unless assignment of the Lease is to TENANT'S parents, affiliates, or subsidiaries, provided TENANT provides prior, written notice to COUNTY.

Section 9. Hold Harmless. TENANT agrees to indemnify COUNTY from and against all liability, loss, or damage that COUNTY may sustain as a result of claims, demands, costs, or judgments arising from injury or damages of whatsoever nature to persons or property from TENANT's negligent use of the Leased Premises.

Section 10. Utilities.

(a) COUNTY, at its sole cost and expense, will provide all of the following utilities and services, which shall be provided in a manner that is consistent with those services provided in comparable medical office buildings of similar size, which are located within the local community:

(1) Water, electrical current, trash (except biohazardous waste), and sewer use in and on the Leased Premises.

(2) Unless the Leased Premises is equipped with a water heater, hot water at those points of supply provided for the general use of TENANT.

(3) Exterior window cleaning on an annual basis and cleaning on an as-needed basis for the parking areas and walk-ways serving the Building.

(b) TENANT shall provide and pay for all cable, internet, telephone, biohazardous waste removal, and any other utilities that TENANT deems necessary for their use of the Leased Premises. TENANT shall provide lighting replacement for Building (standard lights) and toilet room supplies.

Section 11. Maintenance and Repairs.

(a) COUNTY shall provide for maintenance and repairs for the Property and for the interior and exterior of the Building and Leased Premises in accordance with commercially acceptable practices, including without limitations roof, structural components, and exterior walls of the Building and Property; any mechanical, plumbing, and electrical systems; the Common Areas in good condition and repair; and maintenance and replacement of electrical, and plumbing equipment and systems and heating, ventilation, and air conditioning ("HVAC") equipment and systems in or serving the Building and Leased Premises; repaving or restriping

the parking area; parking lot lighting; repainting needed for regular maintenance of scuff marks; replacement of worn or damaged floor carpet tiles; maintenance and replacement of all drainage structures, systems, ponds; maintenance and replacement of all exterior lighting; and maintenance and replacement of doors and windows broken or damaged.

(b) In addition to the maintenance requirements in Section 11(a), COUNTY shall maintain the Real Property and exterior of the Building and Leased Premises, including but not limited to grounds, landscaping, and parking area, so as to conform to all applicable health and safety laws, ordinances, and codes which are presently in effect and which may subsequently be enacted during the Term of this Lease and any renewal periods.

(c) COUNTY agrees to furnish pest control services for the Leased Premises and Building during the Term of this Lease at COUNTY'S expense.

(d) TENANT shall regularly remove debris and trash from the Leased Premises and dispose of in the designated debris and trash bin on the Property. TENANT is responsible for maintenance and replacement of all security systems, locks, and surveillance. TENANT agrees to use reasonable care to avoid improper use of the sewer system or the introduction of inappropriate objects or materials into this system. TENANT, at TENANT's expense, shall repair any defective or broken equipment, when the defect or damage is caused due to TENANT's negligence or intentional conduct; otherwise, COUNTY is responsible for repairing defective or broken equipment.

(e) TENANT hereby agrees to keep and maintain, at its own cost and expense, all parts of the Leased Premises (except those for which COUNTY expressly is made responsible hereinabove). TENANT at its expense shall promptly correct or repair any condition on the

Leased Premises after receiving notice of violation of any applicable federal, state, or local code or statute (except those for which COUNTY expressly is made responsible hereinabove).

Section 12. Heating, Air Conditioning and Janitorial Services.

(a) COUNTY, at its cost, shall furnish air conditioning to TENANT and maintain the necessary air conditioning equipment in satisfactory operating condition for the Leased Premises at all times during the term of the Lease at the expense of COUNTY. Air conditioning must operate twenty-four (24) hours a day, seven (7) days a week.

(b) TENANT agrees to furnish at TENANT'S cost janitorial services and all necessary janitorial supplies, including provision of recycling trash disposal, for the Leased Premises during the term of this Lease at TENANT'S expense.

Section 13. Fire and other Hazards.

(a) In the event that the Property, Building, or Leased Premises, or the major part thereof, is destroyed by fire, lightning, storm, or other casualty, this Lease will automatically terminate and possession of the Leased Premises will revert to COUNTY with mutually agreeable and reasonable time for TENANT to vacate the property.

(b) COUNTY shall provide fire protection during the Term of this Lease in accordance with the fire safety standards of the State of Florida Fire Marshal. COUNTY shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State of Florida Fire Marshal for a residential treatment center. TENANT agrees that the Leased Premises shall be available for inspection by the State Fire Marshal at any reasonable time agreed to in advance by TENANT.

(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 (2019), as this section of the Florida Statutes may be amended from time to time, the following notice is hereby given to the undersigned TENANT.

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.

The undersigned TENANT hereby acknowledges that TENANT has read this notice prior to the execution of this Lease.

Section 14. Taxes and Fire Insurance. COUNTY shall pay all real estate taxes on the Leased Premises. COUNTY is not liable to carry fire and casualty insurance on any building or structures on the Leased Premises, the person or property of TENANT or any other person or property which may now or hereafter be placed on the Leased Premises.

Section 15. Casualty Loss – Personal Property. TENANT is responsible for providing its own casualty insurance for its own personal property located on the Leased Premises. COUNTY has no responsibility for any casualty loss of such personal property.

Section 16. Maintaining Security and Safety of Premises. The Leased Premises, its contents, other improvements, or persons on the Leased Premises must be made secure by devices such as locks, badge access device, electric device, safety device, and lighting by

TENANT. TENANT is solely responsible or liable for losses to same due to a breach of security or safety.

Section 17. Insurance.

(a) **Tenant Insurance.** TENANT, at its sole expense, shall maintain the self-insurance or liability insurance required under this Section for the Leased Premises at all times throughout the duration of this Lease and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department, unless caused by the negligent or intentional conduct of COUNTY.

(1) TENANT shall require and ensure that each of its sub-vendors or subcontractors providing services under this Lease, if any, procures and maintains liability insurance of the types and to the limits specified in this Lease until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the self-insurance or liability insurance furnished by TENANT will relieve TENANT of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by TENANT in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of TENANT.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then TENANT shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and TENANT shall remedy any deficiencies in the policies of insurance within ten (10) business days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of TENANT or any other party.

(b) **General Requirements.**

(1) Before the Commencement Date, unless self-insured, TENANT shall furnish COUNTY with a current Certificate of Insurance for liability insurance on a current ACORD Form or its equivalent signed by an authorized representative of the liability insurer evidencing the liability insurance required by this Section and **Exhibit C**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

(2) The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, TENANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by TENANT.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and TENANT as their interests may appear.

(6) **Additional Insured.** COUNTY and COUNTY officials, officers, and employees must be included as Additional Insureds under General Liability policy

(7) **Coverage.** The insurance provided by TENANT pursuant to this Lease must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the BCC or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by TENANT.

(8) **Waiver of Subrogation.** All policies must be endorsed to provide a Waiver of Subrogation clause in favor of COUNTY and COUNTY'S respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) **Provision.** Commercial General Liability Policy required by this Lease must be provided on an occurrence rather than a claims-made basis.

(c) **Insurance Company Requirements.** Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2019), as this statute may be amended from time to time.

(2) In addition, other than insurance coverage required under this Lease that is maintained through TENANT's programs of self-insurance, such companies must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Lease, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2019), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then TENANT shall immediately notify COUNTY as soon as TENANT has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Lease. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, TENANT will be deemed to be in default of this Lease.

(d) **Specifications.** Without limiting any of the other obligations or liabilities of TENANT, TENANT, at TENANT's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in **Exhibit C.**

Except as otherwise specified in this Lease, the insurance must become effective prior to the Commencement Date of the Lease and must be maintained in force until final completion or such other time as required by this Lease. The amounts and types of insurance must conform to the following minimum requirements:

(1) **Workers' Compensation/Employers' Liability.**

(A) TENANT's insurance must cover TENANT and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by TENANT are as specified in **Exhibit C.**

(D) If TENANT asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2018), as this statute may be amended from time to time, TENANT shall provide notification to COUNTY's Risk Manager with the Resource

Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion.

(2) **Commercial General Liability.**

(A) TENANT's insurance must cover TENANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by TENANT are as specified in **Exhibit C.**

(C) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) **Business Auto Policy.**

(A) TENANT's insurance must cover TENANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event TENANT does not own automobiles, TENANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the Lease involves operations governed by Section 29 or Section 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by TENANT are as specified in Exhibit C.

(4) Professional Liability.

(A) If required by Exhibit C, TENANT shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by negligent acts, errors, or omissions.

1. In the event that the professional liability insurance required by this Lease is written on a claims-made basis, TENANT warrants that any retroactive date under the policy will precede the effective date of this Lease and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Lease is completed.

2. If such insurance is maintained on an occurrence form basis, TENANT shall maintain such insurance for an additional period of one (1) year following termination of the Lease. If such insurance is maintained on a claims-made basis, TENANT shall maintain such insurance for an additional period of three (3) years following termination of the Lease.

3. If TENANT contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this Section), then TENANT shall provide proof of such satisfactory coverage, subject to approval of TENANT.

(B) The minimum limits to be maintained by TENANT are as specified in Exhibit C.

(5) **Employee Dishonesty Liability.** TENANT shall maintain Employee Dishonesty coverage protecting the interests of COUNTY subject to this Lease from fraudulent acts of their employees. Coverage limits must not be less than the amount specified in **Exhibit C.** The policy must include COUNTY as loss payee.

(6) **Cyber Liability.**

(A) TENANT shall carry Cyber Liability Insurance. Coverage limits must not be less than the amount specified in **Exhibit C.** Coverage type(s) are as specified in **Exhibit C.**

(B) The minimum limits to be maintained by TENANT are as specified in **Exhibit C.**

(7) **Other Insurance.**

(A) TENANT shall carry Other Insurance as may be specified in **Exhibit C,** such as Builders Risk, Owners and Contractors Protective Liability, Installation Floater, Inland Marine, Garagekeepers Liability, Warehouse Legal Liability, and Aircraft Liability. Coverage limits must not be less than the amount specified in **Exhibit C.**

(B) The minimum limits to be maintained by TENANT are as specified in **Exhibit C.**

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting TENANT's liability under the provisions of Section 9 (Hold Harmless) concerning indemnification or any other provision of this Lease.

Section 18. Cancellation and Termination. This Lease may be cancelled or terminated by either TENANT or COUNTY at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party, provided that neither TENANT

nor COUNTY may provide notice of without cause termination until twenty-four (24) months after the COMMENCEMENT DATE of the LEASE.

Section 19. Intentionally Omitted.

Section 20. Surrender of Possession. TENANT agrees to deliver up and surrender to COUNTY possession of the Leased Premises at the expiration or termination of this Lease, in as good condition as when TENANT takes possession, except for the following: 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, or military or usurped power.

Section 21. Removal of Property. TENANT shall, without demand by COUNTY and at TENANT'S cost and expense, prior to expiration or sooner termination of the Initial Term of this Lease or of any Renewal Term, remove all contents belonging to TENANT and remove alterations, additions, or improvements, and fixtures which, by the terms of this Lease, TENANT is permitted to remove; repair all damage to the Leased Premises caused by such removal of approved alterations, additions, or improvements, or fixtures; and restore the Leased Premises to the condition in which the Leased Premises were in prior to the installation of the removed alterations, additions, or improvements, or fixtures. Any property not so removed will be deemed to have been abandoned by TENANT and may be retained or disposed of by COUNTY. All fixtures, furniture, and equipment installed by TENANT must be clearly marked "Property of Advent Health."

Section 22. Acceptance of Leased Premises by TENANT. The taking of possession of the Leased Premises by TENANT will constitute conclusive evidence as against TENANT that the Leased Premises were in good and satisfactory condition when possession of the Leased Premises was taken, latent hidden defects excepted, and that SHERIFF has complied with both

Section 4 and **Exhibit B** of this Lease. TENANT shall not be deemed to have taken possession of the Leased Premises until TENANT accepts keys following the final walk-through of the Leased Premises.

Section 23. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease by COUNTY or TENANT will be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

Section 24. Entire Agreement; Amendment or Modification. Each party hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except the statements that are expressed herein. As such, this Lease constitutes the entire agreement between COUNTY and TENANT with respect to the Leased Premises. This Lease supersedes all prior agreements and understandings between the parties with respect to its subject matter and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Leased Premises other than those set forth herein. This Lease may not be surrendered and no amendment or modification of this Lease will be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 25. Notices. Whenever a party desires to or is required to give notice unto the other party, notice must be given by written notice via any of the following: (a) personal delivery; (b) reliable and reputable overnight delivery service; or (c) registered or certified United States mail, postage prepaid, with return receipt requested, and sent to:

As to COUNTY:

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

As to TENANT:

AdventHealth Hope and Healing Center
601 East Altamonte Drive
Altamonte Springs, Florida 32701
Attention: Director of Operations

Notice is effective upon personal delivery and when sent via overnight delivery service or registered or certified United States mail. A party may change by written notice as provided above, the addresses or persons for receipt of notices.

Section 26. Default by TENANT. Any of the following constitutes a default by TENANT under this Lease:

- (a) The failure of TENANT to pay Rent within thirty (30) days of the due date.
- (b) The failure of TENANT to make any other payment provided for under this Lease within thirty (30) days of the due date.
- (c) Abandonment of the Leased Premises for more than ninety (90) consecutive days; provided, non-use during any period of repair from damage shall not be included in calculating the ninety (90) days.
- (d) The failure of TENANT to perform or observe any obligation, covenant or term required to be performed or observed by TENANT under this Lease other than payment of money.
- (e) A receiver is appointed to take charge of TENANT's assets.

(f) A petition or other proceeding is filed by TENANT under the bankruptcy laws of the United States or under the insolvency laws of any state.

(g) TENANT's interest in this Lease or right to possession of the Leased Premises or both passes to or dissolves by operation of law or otherwise, on one other than TENANT.

Section 27. Termination by COUNTY for Default by TENANT. This Lease may be terminated by COUNTY, at its option, upon the default by TENANT as defined in Section 26 (Default by TENANT) above. In the event of TENANT's default and failure to cure such default within thirty (30) days after receipt of written notice by COUNTY to TENANT specifying wherein TENANT has failed to comply with or perform such obligation, COUNTY shall provide TENANT with thirty (30) days written notice of the date of termination of the Lease and COUNTY's intent to re-enter and repossess the Leased Premises thirty (30) day notice period; provided, however, that if performance or compliance cannot reasonably be accomplished within said thirty (30) day period, then TENANT shall not be deemed to be in default if TENANT shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion, but not later than ninety (90) days after TENANT receives COUNTY'S second notice. Said notice to be delivered by COUNTY to TENANT by certified mail or by posting the notice conspicuously on the Leased Premises. At the end of the relevant period, COUNTY will have absolute right to re-enter the Leased Premises without legal proceedings and without being liable for any prosecution therefore or damages resulting therefrom and repossess and enjoy the Leased Premises, together with all additions, alterations, and improvements, to which remedies and actions TENANT specifically consents.

Section 28. Default by COUNTY. Any of the following constitutes a default by COUNTY under this Lease:

- (a) The failure of COUNTY to perform or observe any obligation, covenant or term required to be performed or observed by COUNTY under this Lease.
- (b) A receiver is appointed to take charge of COUNTY'S assets.
- (c) A petition or other proceeding is filed by COUNTY under the bankruptcy laws of the United States or under the insolvency laws of any state.

(d) The failure of COUNTY to comply with or perform any obligation under the Lease and fails to cure such default within thirty (30) days after receipt of written notice by TENANT to COUNTY specifying wherein COUNTY has failed to comply with or perform such obligation; provided, however, that if performance or compliance cannot reasonably be accomplished within said thirty (30) day period, then COUNTY shall not be deemed to be in default if COUNTY shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion, but not later than ninety (90) days after COUNTY receives TENANT'S notice.

(e) COUNTY'S no longer retains ownership in the Building, Property, or Leased Premises.

(f) SHERIFF does not complete SHERIFF'S Work to the reasonable satisfaction of TENANT.

Section 29. Termination by TENANT for Default by COUNTY. This Lease may be terminated by TENANT, at its option, upon the default by COUNTY as defined in Section 28 (Default by COUNTY) above. TENANT may terminate this Lease in the event of COUNTY'S default: (i) immediately or (ii) seek any damages or remedies available in law or equity.

Section 30. Attorney's Fees. If any action or appeal at law or in equity is brought to recover any Rent under this Lease, or for or on account of any breach of, or to enforce or

interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party will be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and will be made a part of any judgment or decree rendered.

Section 31. Applicable Law. This Lease will be construed and enforced under and in accordance with the laws of the State of Florida.

Section 32. Headings and Captions. All headings and captions used for the various articles and sections and contained in this Lease are provided for convenience only, and may not be used to define, describe, interpret, limit, or construe any provision of this Lease.

Section 33. Compliance with Laws.

(a) **Lease Subject to All Applicable Laws.** The parties recognize and agree that federal, state, and local laws, regulations, rules, and policies govern this Lease and the activities hereunder. The parties further recognize and agree that this Lease is subject to new legislation as well as amendments to such existing laws, regulations, rules, and policies. The parties agree to comply with any provision of applicable federal and state law, and any regulation thereunder, including all Health Care Requirements (defined herein), now in effect or later adopted, relating to this Lease, the obligations of COUNTY and TENANT hereunder, or TENANT's use of the Leased Premises. The term "Health Care Requirements" shall mean any applicable statute, regulation, and rule governing any federal health care program, including Medicare and Medicaid, the practice of medicine, the use and operation of medical equipment, and the use and storage of radiopharmaceuticals and other radioactive materials, including but not limited to: 42 U.S.C. § 1395, commonly known as the Stark Law, and implementing regulations of 42 C.F.R. § 411.350-411.389; § 1128B(b) of the Social Security Act, 42 U.S.C. § 1320a-7b(b), commonly

known as the Federal anti-kickback statute; the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 301 et seq., and other laws relating to the manufacture, distribution, preparation, dispensing, or administration of any prescription medication or controlled substance; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); analogous provisions of state law (specifically the Florida Patient Self-Referral Act, § 456.053, Florida Statute; the Florida Patient Brokering Act, § 817.505, Florida Statute; the Florida anti-kickback statute, § 456.054, Florida Statute; and provisions of Florida law regulating the physician and patient relationship); and all other laws, statutes, rules, and regulations relating to the practice of medicine and the furnishing of health care items and services.

(b) **Compliance with and Changes in Laws and Regulations.** In the event a party to this Lease, in consultation with counsel, develops a good faith concern that any provision of this Lease and/or any activity hereunder is in violation of any applicable law, regulation, rule or policy, such party shall: (i) immediately notify the other party in writing of such concern, identifying the specific provision and/or activity giving rise to such concern; and (ii) obtain a legal opinion from a reputable law firm with experience in health care law opining on whether or not the provision and/or activity violates applicable law, regulation, rule or policy.

(c) **Resolution of Claims of Illegality.** If an agreement on a method for resolving such concern is not reached within twenty (20) days of the written notice described in Section 33(b) (Compliance with and Changes in Laws and Regulations), either COUNTY or TENANT may terminate this Lease upon written notice to the other party.

Section 34. Miscellaneous.

(a) **Legitimate Business Purpose.** COUNTY and TENANT acknowledge and agree that the Leased Premises rented to TENANT do not exceed that which are reasonable and

necessary for the legitimate business purposes of this Lease and shall be used exclusively by TENANT when being used by TENANT, and the Leased Premises shall not be shared with or used by COUNTY, SHERRIFF, or any person or entity related to COUNTY or SHERRIFF.

(b) **Patient Confidentiality**. At all times during the Term of this Lease, the parties will comply with the requirements of all laws concerning patient confidentiality and in particular, but without limitation, the requirements of HIPAA and Florida law. TENANT shall be solely responsible for maintenance and storage of patient and other medical records without access by COUNTY, SHERIFF, or any other non-authorized party.

(c) **Brokers**. COUNTY and TENANT represent and warrant to each other that no broker, realtor, finder, or other intermediary has negotiated or participated in negotiations of this Lease, submitted or showed the Leased Premises, or is entitled to any commission in connection therewith. COUNTY and TENANT each agree to indemnify, hold harmless and defend each other from and against any and all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees (whether incurred out of court, in the trial court, on appeal or in bankruptcy or administrative proceedings) arising out of any claims or demand of any broker, realtor, finder or other intermediary claiming by, through or under such party for any fee or commission alleged to be due such party in connection with this Lease.

(d) **Right of TENANT to the Leased Premises**. TENANT shall only receive possession of the Leased Premises after the following; (i) this Lease has been fully executed by both COUNTY and TENANT, and (ii) SHERIFF's Work in Section 4 and **Exhibit B** is completed.

(e) **Force Majeure**. If the performance required of COUNTY or TENANT, as the case may be, under this Lease is delayed by act of God, civil commotion, terrorist attack,

governmental or sovereign conduct (including but not limited to delays in the issuance of permits or approvals), strikes, lock-outs, labor trouble, restrictive laws or regulations, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of COUNTY, or TENANT, as the case may be, then COUNTY, or TENANT, as the case may be, shall be excused from such performance for the period of time that is reasonably necessary to remedy the effects of the occurrence causing the delay.

(f) **Partial Invalidity.** If any provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. It is further the intention of COUNTY and TENANT that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(g) **Relationship of Parties.** This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between COUNTY and TENANT, and the sole relationship between COUNTY and TENANT is being that of landlord and tenant.

(h) **Counterparts; Execution.** This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall for all purposes be deemed to be an original, and such counterparts together shall constitute one and the same instrument. The counterparts of this Lease and all Exhibits may be executed and delivered by facsimile or other electronic means by party to the other party, and the receiving party may rely on the receipt of

such document so executed and delivered by facsimile or other electronic means as if the original had been received.

(i) **Successors and Assigns.** Subject to the restrictions on assignment set forth hereinabove, this Lease shall be binding upon and shall inure to the benefit of COUNTY, its successors and assigns, and TENANT and its permitted successors and assigns.

(j) **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Lease.

(k) **Survival.** All obligations of TENANT and COUNTY hereunder which are not fully performed as of the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

(l) **Waiver of Jury Trial.** COUNTY AND TENANT EACH WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS AND/OR COUNTERCLAIMS BROUGHT BY A PARTY AGAINST THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS LEASE. THE PARTIES MAKES THIS WAIVER OF JURY TRIAL VOLUNTARILY AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE RIGHTS WHICH THEY ARE WAIVING.

(m) **Approval.** Neither this Lease nor any amendment or modification shall be effective or legally binding until it has been approved by TENANT and signed by an authorized representative of TENANT and COUNTY. This Lease, unless signed by a representative of TENANT, is not an offer that COUNTY may accept.

(n) **Waiver of COUNTY's Lien.** COUNTY hereby waives any right it may have to distraint trade fixtures, buildings, tenant improvements or any property of TENANT and any

landlord's lien or similar lien upon trade fixtures, buildings, tenant improvements or any other property of TENANT, regardless of whether such lien is created otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

**ADVENTIST HEALTH SYSTEM/
SUNBELT, INC. doing business as
AdventHealth Hope and Healing Center**

ATTEST:

Christine Toscas
Witness

By: Tim Cook
TIMOTHY COOK, Chief Executive Officer

CHRISTINE TOSCAS
Print Name

Date: 2-25-2020

Jordan Murphy
Witness

Jordan Murphy
Print Name

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

By: Jay Zembower
JAY ZEMBOWER, Chairman

Date: 3-2-2020

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its Feb. 25th,
2020, regular meeting.

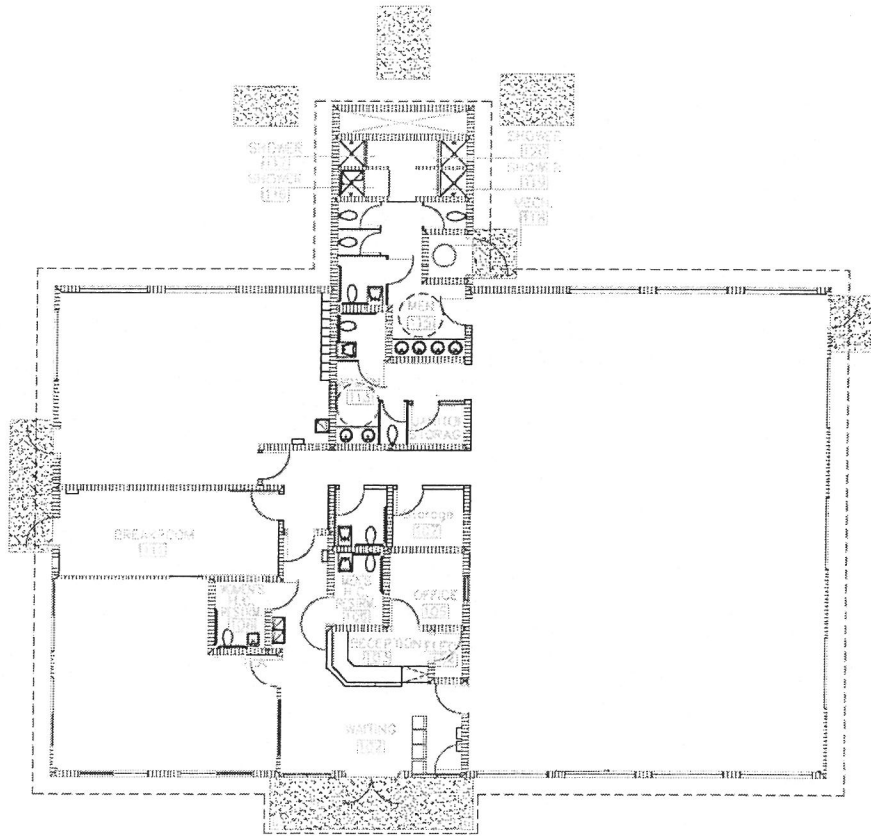
Approved as to form and
legal sufficiency.
D. W. M.
County Attorney

Attachments:

- Exhibit A – Leased Premises
- Exhibit B – Memorandum of Understanding for Improvements and Alterations and Construction Rider
- Exhibit C – Insurance Requirements

EXHIBIT A

LEASED PREMISES



~ End Exhibit A ~

MEMORANDUM OF UNDERSTANDING FOR IMPROVEMENTS AND ALTERATIONS AND CONSTRUCTION RIDER

THIS MEMORANDUM OF UNDERSTANDING FOR IMPROVEMENTS AND ALTERATIONS AND CONSTRUCTION RIDER (“Agreement”) is made and entered into this 25th day of February 2020 (“Effective Date”), by and among **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida (“COUNTY”); **DENNIS M. LEMMA**, as Sheriff of SEMINOLE COUNTY (“SHERIFF”); and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation doing business as **ADVENTHEALTH HOPE AND HEALING CENTER** (“TENANT”).

WHEREAS, any capitalized terms in this Agreement shall have the same meaning as set forth in the Addiction Recovery and Treatment Center Lease Agreement between COUNTY and TENANT effective on February 25, 2020 (“Lease”), unless otherwise indicated in this Agreement; and

WHEREAS, COUNTY has delegated and authorized SHERIFF to complete the Lease improvements and alterations identified in this Agreement.

1. **Improvements and Alterations.**

(a) **Improvements by SHERIFF.** SHERIFF agrees to complete the improvements to the Leased Premises described in this Agreement (the “SHERIFF’s Work”), subject to the provisions found in this Agreement, on or before **MAY 1, 2020**, unless another date is otherwise agreed to in a writing signed between SHERIFF and TENANT. SHERIFF shall complete the SHERIFF’s Work in a good and workmanlike manner and at its own expense though in-kind donations and monetary donations received through SHERIFF’S Community Foundation. The monetary donations for SHERIFF’S Work are subject to a maximum of **ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000)** (the “Improvements Allowance”). Except for the improvements and alterations specifically described as the SHERIFF’s Work and those alterations and installations required by local, state, or federal laws, rules, or regulations, neither SHERIFF nor COUNTY shall have any obligation to make any improvements, alterations, or installations. Upon completion of the SHERIFF’s Work, TENANT shall inspect the Leased Premises and TENANT shall accept the Leased Premises in the condition in which the Leased Premises are tendered, subject to any items related to the SHERIFF’s Work identified in a punch list created during such inspection by TENANT and confirmed in writing by SHERIFF. SHERIFF and COUNTY agree that the Leased Premises now conform, or that, prior to TENANT’s occupancy, the Leased Premises will, at SHERIFF’S expense, be brought into conformance with all federal, state, and local laws, rules, and regulations required to operate a residential drug treatment center and the requirements of the Florida Americans with Disabilities Accessibility Implementation Act, Sections 553.501-553.514, Florida Statutes (2019), providing requirements for persons with disabilities, and with the requirements of 42 U.S.C. §§ 12131 - 12165 (2019) and 28 CFR Part 35 (2019) and the Appendixes to 36 CFR Part 1191 (2019), as

amended, collectively known as the “Americans with Disabilities Act of 1990” and the “ADA Amendments Act of 2008”.

(b) **Tenant Alterations.** TENANT shall have the right, at TENANT’s expense, to make any alterations and remodeling in and to the Leased Premises during the Term of the Lease upon first having obtained the written consent of COUNTY and providing notice to SHERIFF, and COUNTY shall not unreasonably or capriciously withhold, condition, or delay the consent to any such alterations and remodeling privileges of TENANT. All such alterations, additions, and improvements in or to the Leased Premises shall become the property of COUNTY and shall be surrendered to COUNTY without any payment by COUNTY; therefore, upon the termination of the Lease, whether by lapse of time or otherwise, such alterations, additions, and improvements may not be removed from the Leased Premises without the prior approval of COUNTY; provided, TENANT shall be permitted to remove any and all fixtures and other contents within the Leased Premises. This Section will survive termination of this Agreement.

2. **SHERIFF’s Work.** TENANT retains the discretion to approve all plans prior to implementation of SHERIFF’s Work, which are described below:

(a) **Interior Additions and Modifications.**

- (i) Build out of storage closet.
- (ii) Construct entry door to women’s restroom.
- (iii) Close off existing women’s restroom entry door from male dormitory.
- (iv) Installation of janitor mop sink.
- (v) Installation of all necessary plumbing, electrical and venting for washer and dryer.
- (vi) Construction of partition wall between male and female dorm.
- (vii) Installation of interior electrical and data cabling for technology and security cameras.
- (viii) Painting of interior walls – touch up of existing walls, new paint throughout lobby and paint accent walls as identified by TENANT.
- (ix) Replace existing interior lighting with LED bulbs.
- (x) Remove and replace lobby floor with new LVT tile.

(b) **Exterior Improvements.**

- (i) Installation of parking lot lighting.
- (ii) Touch up Paint as needed on exterior of Building.
- (iii) Cleaning of exterior of Building.

(c) **Life Safety.**

- (i) Installation of Fire Sprinkler System.

- (ii) Modifications to fire alarm system as required by local, state, and federal law, rules, and regulations.
- (d) **Miscellaneous**. Cleaning of entire space after construction completion in preparation of occupancy.

3. **Changes to SHERIFF's Work**.

(a) With prior approval by TENANT, SHERIFF may make substitutions of material of equivalent grade and quality when and if any specified material shall not be readily and reasonably available, and to make changes necessitated by conditions met in the course of construction, provided that TENANT's prior, written approval of any change shall first be obtained by SHERIFF. TENANT's approval shall not be unreasonably withheld or delayed, and if TENANT does not object to such changes within ten (10) business days following TENANT's receipt of such notice, TENANT's approval thereof shall be conclusively presumed for all purposes.

(b) If any material changes to the SHERIFF's Work are required by any governmental authority, SHERIFF shall promptly notify TENANT in writing of the required changes. If TENANT does not object to such changes within ten (10) business days following TENANT's receipt of such notice, TENANT's approval thereof shall be conclusively presumed for all purposes. If TENANT requests any changes or modifications to the SHERIFF's Work, SHERIFF must agree in writing to any such requested changes or modification before the same shall become effective. TENANT shall pay SHERIFF for all costs and expenses related to such changes requested by TENANT (including, without limitation, all architectural and engineering expenses; the cost of all permits and inspection fees; and SHERIFF's building and contracting costs in connection with effectuating the requested changes) on or before the Commencement Date of the Lease.

4. **Acceptance of Leased Premises**. By taking possession of the Leased Premises, TENANT shall be deemed to have acknowledged that the improvements substantially conform to the SHERIFF's Work and that the Leased Premises are in good condition and repair and are suitable for TENANT's use thereof, subject to the terms of the Lease.

5. **Property of COUNTY**. All of the improvements made to the Leased Premises as a result of the SHERIFF's Work shall become the property of COUNTY upon the completion thereof and shall be deemed a part of the Leased Premises as of the Commencement Date of the Lease.

6. **Term and Termination**.

(a) **Term**. Unless terminated earlier pursuant to Subsection 6.(b) of this Agreement or upon termination of the Lease, the term of this Agreement shall commence as of the **EFFECTIVE DATE** and end upon acceptance of the Leased Premises by TENANT ("Term") pursuant to Section 4 of this Agreement.

(b) **Termination.** This Agreement will automatically terminate upon termination of the Lease by either COUNTY or TENANT.

7. **Notices.** Whenever a party desires to or is required to give notice unto the other party, notice must be given by written notice via any of the following: (a) personal delivery; (b) reliable and reputable overnight delivery service; or (c) registered or certified United States mail, postage prepaid, with return receipt requested, and sent to:

As to COUNTY:

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

As to TENANT:

AdventHealth Hope and Healing Center
c/o AdventHealth Altamonte Springs
601 East Altamonte Drive
Altamonte Springs, Florida 32701
Attention: Director of Operations, AdventHealth Hope and Healing Center

As to SHERIFF:

Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773
Attention: Manager Administrative Services - Facilities Maintenance

Notice is effective upon personal delivery and when sent via overnight delivery service or registered or certified United States mail. A party may change by written notice as provided above, the addresses or persons for receipt of notices.

8. **Indemnification and Sovereign Immunity.**

(a) **Indemnification.** Each party shall hold harmless the other parties and respective employees and agents of the other parties' from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of the indemnifying party's duties under this Agreement, except for negligent or willful acts or omissions of the indemnified party and the indemnified party's employees and agents.

(b) **Sovereign Immunity.** Notwithstanding the provisions of this Agreement, the parties acknowledge that neither COUNTY nor SHERIFF has neither the statutory authority nor legislative appropriation to indemnify and hold harmless TENANT for losses TENANT may incur from any third party as a result of this Agreement. The parties agree to be responsible for the parties' respective negligent acts or omissions or intentional tortuous acts or noncompliance. The parties agree that each party shall be responsible for the liabilities of the parties' respective agents, servants, and employees, to the extent legally permissible to the parties. Nothing herein shall be construed to be a waiver of sovereign immunity by COUNTY or SHERIFF to which sovereign immunity applies. Nothing herein shall be construed as consent by COUNTY or SHERIFF to be sued by third parties in any matter arising out of this Agreement.

9. **Miscellaneous Provisions.**

(a) **Amendment.** No amendment, revocation or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

(b) **Assignment.** This Agreement, including each right and obligation referenced herein, shall not be assigned by COUNTY or SHERIFF without the express prior written consent of TENANT. TENANT may not assign, without the consent of SHERIFF, this Agreement and any rights and/or obligations of TENANT referenced herein except to TENANT's parent company, any affiliated corporation established by TENANT, or to an entity controlled by or under common control with an entity controlled by TENANT in association with their administration, operation, or ownership of TENANT's operations.

(c) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Neither this Agreement nor any amendment or modification to this Agreement shall be effective or legally binding until the Agreement or amendment to the Agreement has been approved by TENANT and signed by an authorized representative of all parties. The counterparts of this Agreement and any exhibits may be executed and delivered by facsimile or other electronic means by the parties to the other parties, and the receiving parties may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

(d) **Enforcement Costs.** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, each party shall be responsible for its own attorney's fees, court costs and all expenses if not taxable as court costs, incurred in that action or proceeding, including all appeals.

(e) **Entire Agreement.** This Agreement (together with any and all exhibits attached hereto) constitutes, contains, and is intended as, the entire statement of agreement among the parties with respect to the matters provided for herein, and this Agreement supersedes any and all prior agreements, understandings, and negotiations (whether written or oral) among the parties.

Any exhibit(s) attached to this Agreement shall be deemed part of this Agreement and incorporated as if fully set forth herein.

(f) **Execution/Authority.** Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

(g) **Gender and Number.** When the context hereof requires, the gender of all words shall include the masculine, feminine, and neutral, and the number of all words shall include the singular and plural.

(h) **Governing Law.** This Agreement shall be construed and all of the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida; provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state.

(i) **Headings.** The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Agreement. References in this Agreement to Articles and Sections are to the Articles and Sections of this Agreement.

(j) **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

(k) **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.

(l) **Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement, shall be brought against any party(ies) in the courts of the State of Florida, County of Seminole, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the preceding sentence may be served on the parties anywhere.

(m) **Waiver.** No failure by a party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. Any party may waive compliance by the other parties with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

(n) **Conflict.** If the terms of this Agreement and the body of the Lease are in conflict, the terms of this Agreement will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ADVENTIST HEALTH SYSTEM/
SUNBELT, INC. doing business as
AdventHealth Hope and Healing Center

ATTEST:

Christine Toscas
Witness

By: Tim Cook
TIMOTHY COOK, Chief Executive Officer

CHRISTINE TOSCAS
Print Name

Date: 2-25-2020

Jordan Murphy
Witness

Jordan Murphy
Print Name

BOARD OF COUNTY COMMISSIONERS
SEMINOLE, COUNTY, FLORIDA

ATTEST
Grant Malow
GRANT MALOW
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: Lay Zembower
LAY ZEMBOWER, Chairman

Date: 3-9-2020

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its Feb. 25,
2020, regular meeting.

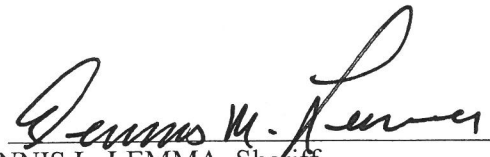
Approved as to form and
legal sufficiency.
D. W. M.
County Attorney

[SIGNATURE PAGE CONTINUES]

DENNIS LEMMA, as Sheriff of Seminole
County

ATTEST:



By: 
DENNIS L. LEMMA, Sheriff

Date: 02/26/2020

Seminole County, Florida.

For the use and reliance of
Seminole County Sherriff's Office only.

Approved as to form and
legal sufficiency.

Mary Ann Klein, General Counsel

~ End Exhibit B ~

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation and Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000 Per Occurrence
	\$ 2,000,000 General Aggregate
	\$ 2,000,000 Products and Completed Operations
	\$ 1,000,000 Personal and Advertising Injury
	\$ 1,000,000 Sexual Abuse Liability

D. Professional Liability: \$ 1,000,000 Per Claim

E. Other Insurance Requirements:

	\$ 1,000,000 Commercial Crime Policy (Employee Dishonesty)
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~~ End Exhibit C ~~