

**THIRD AMENDMENT TO FLORIDA DEPARTMENT OF HEALTH,  
SEMINOLE COUNTY LEASE AGREEMENT**

**THIS THIRD AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is to that certain Lease Agreement entered on the 4th day of August 2016, and amended on February 27, 2018 and April 26, 2022 and renewed on April 27, 2021, between **FLORIDA DEPARTMENT OF HEALTH, SEMINOLE COUNTY**, whose address is 400 West Airport Boulevard, Sanford, Florida 32773, in this Third Amendment referred to as “TENANT,” and **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 Third Amendment referred to as “LANDLORD.”

**WITNESSETH:**

**WHEREAS**, TENANT and LANDLORD entered into the above referenced Lease Agreement on August 4, 2016, as amended on February 27, 2018, April 26, 2022 and as renewed on April 27, 2021, for the use of portions of LANDLORD’s Property located at 400 West Airport Boulevard, Sanford, Florida and 130 San Carlos Avenue, Sanford, Florida 32771 as offices for the operation of the Florida Department of Health, Seminole County; and

**WHEREAS**, the Lease, as amended and renewed, commenced on August 4, 2016 and will terminate on June 30, 2026.

**WHEREAS**, the parties desire to extend the Lease for five (5) additional years to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, the extended term of the Lease shall continue through June 30, 2031; and

**WHEREAS**, the parties desire to amend Section 13 of the original Lease Agreement to include certain clarifying language and a reference to Section 768.28, Florida Statute; and

**WHEREAS**, Section 18 of the Lease Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties, and

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained in this Third Amendment, the parties agree to amend the Lease Agreement as follows:

1. The original Lease Agreement is hereby extended for a term of five (5) years from July 1, 2026 to June 30, 2031.

2. Section 13 of the original Lease Agreement, titled Hold Harmless, is deleted and replaced with the following:

**Section 13. Hold Harmless.**

Each party shall hold the other party harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of the party's, its agents', or employees' negligence or fault, to the extent permitted by law. The parties have the statutory protection of sovereign immunity as described in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed to be consent to be sued by any third party.

3. Except as modified by this Third Amendment, all terms and conditions of the original Lease Agreement, as previously amended, will remain in full force and effect for the term of the Lease Agreement as extended by this Third Amendment.


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IN WITNESS WHEREOF, the parties have executed this Third Amendment for the purpose

expressed above.

ATTEST:

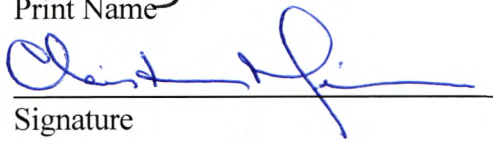
FLORIDA DEPARTMENT OF HEALTH,  
SEMINOLE COUNTY

  
\_\_\_\_\_  
Signature

By:   
\_\_\_\_\_  
ETHAN JOHNSON, DrPH, MPH  
Health Officer

Coesy Moss, FCCM  
\_\_\_\_\_  
Print Name

Date: 4/9/20  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature

Austin Milam  
\_\_\_\_\_  
Print Name

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BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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.

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

AFL/sfa  
03/23/2026

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

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

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2026, regular meeting.

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