

**MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY AND FLORIDA DEPARTMENT OF HEALTH
(SEMINOLE COUNTY) FOR USE OF REFLECTIONS BUILDING,
SUITE 534, FOR ADMINISTRATIVE OFFICE SPACE**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **FLORIDA DEPARTMENT OF HEALTH (SEMINOLE COUNTY)**, whose address is 400 Airport Boulevard, Sanford, Florida 32773, hereinafter referred to as “**FDOH**”.

WITNESSETH:

WHEREAS, COUNTY previously engaged with Florida Department of Health (“**FDOH**”) to support its public health initiatives; and

WHEREAS, it is in the public interest that COUNTY continues to protect against the spread of communicable diseases and the accompanying hazards to human life and property; and

WHEREAS, FDOH, through its contact tracing program, assists in decreasing the spread of communicable diseases, promoting health and risk mitigation; and

WHEREAS, COUNTY desires to support FDOH in its mitigation efforts against communicable diseases; and

WHEREAS, COUNTY has deemed that these programs and services serve a public purpose for the COUNTY and has authorized funding for such a purpose.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, and agreements contained in this MOU by and between the parties and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Subleased Premises.

(a) COUNTY hereby grants to FDOH and FDOH does hereby accept from COUNTY the exclusive use and occupancy of 534 West Lake Mary Boulevard, Sanford, Florida 32773, totaling approximately 4,320 square feet (“Reflections Building” or “Subleased Premises”); and

(b) The Subleased Premises consists of that space more particularly described in Exhibit “A” attached to this MOU. It is understood by the parties that the square footage and the specifications as contained in Exhibit “A” are approximate. FDOH accepts Subleased Premises in as is condition.



Section 3. Effective Date and Term. The Effective Date of this MOU will be July 1, 2024. The term of this MOU commences July 1, 2024, notwithstanding the date of signature by the parties and runs until June 30, 2026, unless sooner terminated as provided below.


Section 4. Scope of Work.

(a) FDOH shall review and comply with all provisions that COUNTY, as tenant, is bound to under the Lease Agreement between COUNTY and A&Z Ventures, LLC, attached to this MOU as Exhibit “B”.

(b) FDOH shall coordinate any maintenance of the Subleased Premises through the COUNTY and LANDLORD of the Subleased Premises.

(c) FDOH will obtain written approval from the COUNTY for any space modifications or improvements. FDOH will be responsible for the cost of any and all space modifications or improvements within the Subleased Premises.

Section 5. Rental, Monthly Invoices. COUNTY will send monthly invoices to FDOH for the cost of rental and other costs associated with use of the Subleased Premises. FDOH shall pay rent to COUNTY for the Subleased Premises at a monthly rate of FIVE THOUSAND FIVE HUNDRED AND SIXTY-TWO DOLLARS (\$5,562), payable on or before the first (1st) day of July each calendar month with a ten (10) day grace period. The first rental payment will be due July 1, 2024 and will be payable on or before the first day of each calendar month, with a ten (10) day grace period. Starting July 1, 2025 and continuing on each July 1 thereafter, there will be an annual rent increase based on the CPI index or three percent (3%), whichever is less.

Section 6. Insurance Requirements.  FDOH shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU, whether by maintenance of one or more appropriate policies or coverages or through a self-insurance program.

Section 7. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, FDOH must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of services, including those now in effect and hereafter adopted. Any violation of those statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to FDOH as provided for in this Agreement.

Section 8. Liability and Indemnification.

(a) Notwithstanding the provisions of the Agreement, the parties acknowledge the FDOH has neither the statutory authority nor legislative appropriation to indemnify and hold any

other party to this contract harmless for losses it may incur as a result of this Agreement. FDOH, a state agency or subdivision as defined in section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, agrees to be fully responsible to the limits set forth in section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, for its negligent acts or omissions or intentional tortuous acts or noncompliance and agrees to be liable to the limits sets forth in section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, for any damages proximately caused by these acts or omissions that may result in claims against the COUNTY. Nothing in this MOU may be construed to be a waiver of sovereign immunity by the FDOH to which sovereign immunity applies. Nothing in this MOU may be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(b) COUNTY will only be responsible for providing the buildings in which FDOH is conducting its business operations. FDOH has no expectation that the COUNTY will provide any medical services, repairs/maintenance, or replacement services.

(c) The parties further agree that nothing contained in this Agreement will be construed or interpreted as a waiver of parties sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes (2023), as that statute may be amended from time to time.

Section 9. Termination. Notwithstanding any other provision of this MOU, both parties have the right to terminate this MOU and the sublease under this MOU for convenience upon at least ninety (90) days prior, written notice, or alternatively COUNTY may terminate this MOU at the end of any month in which FDOH provides notice to COUNTY that funding from the State of Florida for this MOU has ceased (the “Early Termination Date”). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its

part to be paid and performed under this MOU for the period up to the Early Termination Date. Each party may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this MOU, each party will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

Section 10. Notice. Any notice delivered with respect to this MOU 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) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name 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 accordance with this MOU:



As to COUNTY:

Director of Emergency Management
Office of Emergency Management
150 Eslinger Way
Sanford, Florida 32773

AND

Contracts & Leasing Coordinator
Fleet and Facilities Department
205 West County Home Road
Sanford, Florida 32773

As to HEALTH DEPARTMENT:

Dr. Ethan Johnson
Florida Department of Health – Seminole County
400 W Airport Boulevard
Sanford, FL 32771

Section 11. Governing Law. The laws of the State of Florida govern the validity, enforcement and interpretation of this MOU. Seminole County is the sole venue for any legal action in connection with this MOU. Both parties agree to abide by all federal, state, and local laws that apply to the subject matter of this MOU including, but not limited to The Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Section 12. Parties Bound. This MOU is binding upon and inures to the benefit of FDOH and COUNTY, and their successors and assigns.

Section 13. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), relating to ethics in government, as this statute may be amended from time to time.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2023), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person shall have any such interest at any time during the term of this MOU.

(c) Pursuant to Section 216.347, Florida Statutes (2023), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any State or federal agency.

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

Section 14. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this MOU and that this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this MOU.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this MOU.

Section 15. Severability. If any provision of this MOU or the application of it to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this MOU that can be given effect without the invalid provision or application, and to this end the provisions of this MOU are declared severable.

Section 16. Public Records Law. Each party acknowledges its obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2023) as this statute may be amended from time to time, to release public records to members of the public upon request. Each party is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time, in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

Section 17. Non-Assignability. FDOH may not assign this MOU without the consent of the COUNTY.

Section 18. Future Agreement. Unless otherwise mutually agreed by the parties, any future agreement between the parties implementing this MOU must include the rights and obligations set forth in this MOU.

Section 19. Authority to Sign. Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute this MOU.

Section 20. Headings and Captions. All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU and may not be used to define, describe, interpret, or construe any provision of this MOU.

Section 21. Effective Date. The Effective Date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have made and executed this MOU for the purposes stated herein.

ATTEST:

FLORIDA DEPARTMENT OF HEALTH,
SEMINOLE COUNTY

Carmen G. Pearman

Witness



Ethan Johnson

DR. ETHAN JOHNSON
Health Officer

Carmen G. Pearman

Print Name

5/3/24
Date

Mirna Chamorro

Witness

Mirna Chamorro

Print Name

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance
of Seminole County only.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board
of County Commissioners at their
_____, 20__ regular meeting.

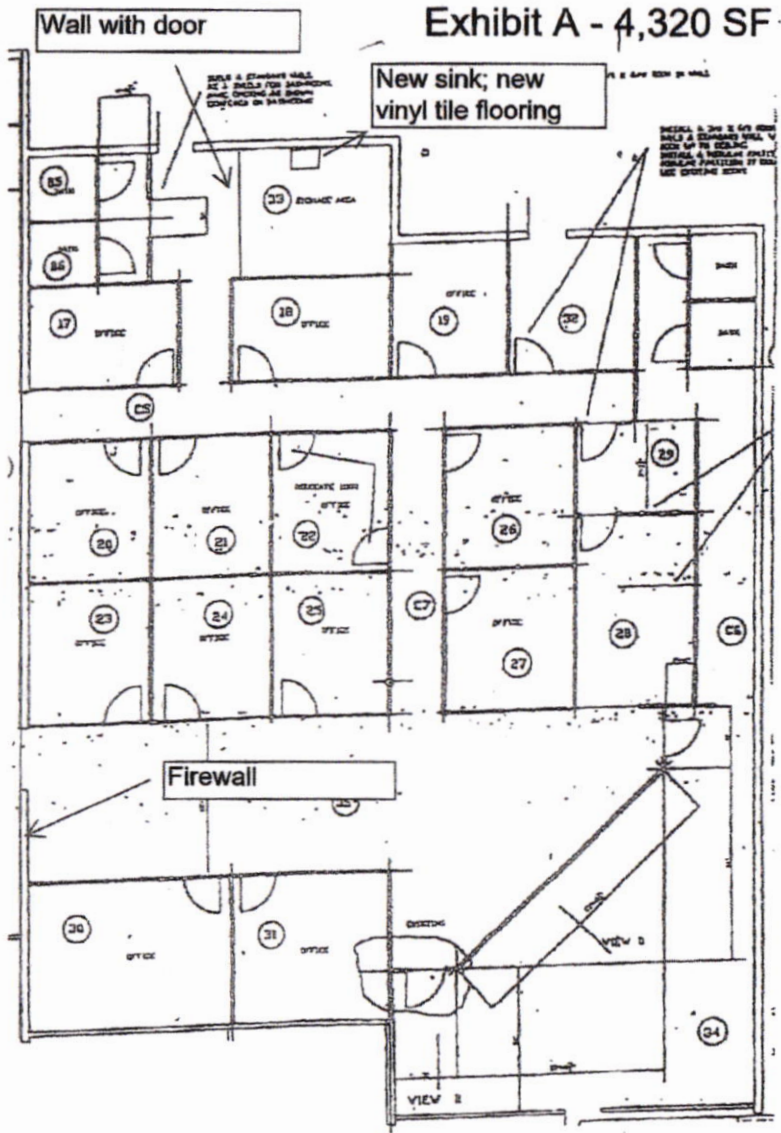
Approved as to form and
legal sufficiency.

County Attorney

Exhibit A – Reflections Building Site
Exhibit B – Lease Agreement Seminole and A & Z Ventures, LLC



DGS\sf
05/02/2024
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LEGIBILITY UNSATISFACTORY
FOR SCANNING

Exhibit "B"
Janitorial Expectations: Reflections Florida Department of Health

I.	HALLWAYS, OFFICES, WORK AREAS, MEETING/CONFERENCE ROOMS, STAIRWELLS
A.	DAILY SERVICES
1	Sweep and mop floors (non-carpet)
2	Dust horizontal surfaces (top and underneath)
3	Empty wastebaskets, replace liners as needed
4	Spot clean wall switches, fire doors, countertops, tables, and partitions
5	Clean and polish drinking fountains
6	Clean entrance mats
7	Clean outside entrances and steps
8	Damp wipe interior elevator walls and handrails
9	Clean metal doors
B.	WEEKLY SERVICES
1	Dust wall ornaments
2	Clean window ledges
3	Detail sweep/wet mop: behind/under furniture, in corners, along baseboards
4	Polish bright metal surfaces, chairs and table legs
5	Damp wipe tops and other surfaces
6	Wipe plastic and leather furniture
7	Clean door frames and elevator thresholds
C.	MONTHLY SERVICES
1	Polish wood meeting, desk, table and conference table tops
2	Clean all wood and metal door frames and ledges
3	Vacuum all upholstered furniture
4	Vacuum or brush all HVAC vents
5	Clean window ledges
6	Dust all vertical furniture surfaces
D.	QUARTERLY SERVICES
1	Clean horizontal and vertical blinds
E.	ANNUAL SERVICES
1	Clean exterior windows
2	Shampoo carpet
II.	RESTROOMS
A.	DAILY SERVICES
1	Replace wastebaskets, wipe stains/spills, replace liners as needed
2	Spot clean wall surfaces, stall partitions, and doors
3	Clean mirrors
4	Clean and sanitize urinals and toilets
5	Clean and sanitize basins, faucets, handles and countertops
6	Clean, sanitize, restock all dispensers
7	Sweep and wet mop floors
B.	WEEKLY SERVICES
1	Wash and disinfect interior walls
2	Wipe clean window ledges
3	De-scale toilets, urinals, and faucets, if necessary
4	Clean and polish hardware and pipes
5	Clean exhaust fans and air returns
C.	MONTHLY SERVICES
1	Scrub restroom floors to remove dirt from grout
2	Clean floor drains

EXHIBIT B

LEASE AGREEMENT BETWEEN SEMINOLE COUNTY AND A & Z VENTURES, LLC

THIS LEASE is made and entered by and between **A & Z VENTURES, LLC**, a Florida limited liability company, whose address is 1307 S. International Parkway, Suite 1091, Lake Mary, Florida 32746, in this Lease referred to as “**LANDLORD**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, 1101 E. 1st Street, Sanford, Florida 32771, in this Lease referred to as “**TENANT**”.

WITNESSETH:

WHEREAS, **LANDLORD** is the owner of a certain building located at 534 West Lake Mary Boulevard, Sanford, Florida 32773 (the “**Building**” or “**Reflections Plaza, Suite 534**”); and

WHEREAS, **TENANT** desires to lease space at 534 West Lake Mary Boulevard, Sanford, Florida 32773, for use by the Florida Department of Health for Seminole County (“**FDOH**”); and

WHEREAS, Section 154.01, Florida Statutes (2023), allows Seminole County to cooperate with the Department of Health to establish and maintain a full-time county health department for the promotion of the public’s health, the control and eradication of preventable diseases, and the provision of primary health care for special populations; and

WHEREAS, **FDOH** will utilize the **Building** as an EPI/Investigation Department for public health-related initiatives.

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

Section 1. Leased Premises. **LANDLORD** hereby grants to **TENANT** and **TENANT** hereby accepts from **LANDLORD** the exclusive use and occupancy of approximately 4,320 square feet of the **Building**, which consists of that space more particularly described in the attached Exhibit A and is referred to below as the “**Leased Premises**.”

Section 2. Term. The term of this Lease commences July 1, 2024, notwithstanding the date of signature by the parties and runs until June 30, 2026, unless sooner terminated as provided below.

Section 3. Rental.

(a) TENANT shall pay rent to LANDLORD for the Leased Premises described in Section 1 above at an initial annual rate of FIFTEEN AND 45/100 DOLLARS (\$15.45) per square foot which equates to \$66,744.00 annually or \$5,562.00 a month, for the 4,320 square feet of office space for the term of this Lease. This annual rent is payable in equal monthly installments on or before the first (1st) day of each calendar month for that calendar month, with a ten (10) day grace period. Such rent obligation will cease as of any Early Termination Date as provided in Section 17 below.

(b) Commencing on July 1, 2025 and continuing on each subsequent July 1 during the term of this Lease, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers - All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. Such adjustment to the monthly rent will be calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one (1), plus (ii) the percentage increase in the CPI during the prior year, except that such upward adjustment is limited to no more than hundred three percent (103%) of the rent for the immediately preceding year. It will be TENANT's responsibility to timely perform such adjustments and give written notice of the adjusted rent to LANDLORD.

(c) TENANT shall make Lease payments to A&Z Ventures, LLC, c/o Dover International Company, Inc., Registered Agent, 1307 South International Parkway, Suite 1091, Lake Mary, Florida 32746.

Section 4. Condition of Leased Premises. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY LANDLORD AS TO THE CONDITION OF THE LEASED PREMISES. TENANT, on behalf of FDOH, accepts the Leased Premises in their existing condition, and acknowledges that it has inspected the Leased Premises to their satisfaction. TENANT agrees and acknowledges that LANDLORD did not construct the Leased Premises and acquired title to the Leased Premises only after the Leased Premises were completed.

Section 5. Use of Leased Premises, Common Areas, and Parking.

(a) TENANT may occupy the Leased Premises upon the commencement of the term. At all times, TENANT shall conduct its business in a reputable manner and in accordance with law and shall not conduct its business within the Leased Premises contrary to any law, statute, regulation, or ordinance. TENANT shall use the Leased Premises solely for the purpose of general business offices.

(b) LANDLORD has not made any representation or warranty as to the suitability of the Leased Premises for the conduct of TENANT's business. TENANT shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

(c) As long as this Lease remains in effect, that the Leased Premises will NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* (2023), and as those terms are defined in any applicable state or local laws, or regulations. Subject to the

monetary and other limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, which limitations are deemed to apply to this Lease regardless of whether the nature of the liability is based on tort, contract or otherwise, TENANT shall fully indemnify and hold harmless LANDLORD against any and all claims and losses resulting from a breach of this Section 5(c). This obligation to indemnify will survive the payment of all rents and the termination of this Lease.

(d) All common areas and common facilities in or about the Leased Premises and the building are subject to the exclusive control and management of LANDLORD. LANDLORD has the right to construct, maintain, and operate lighting and other improvements on these areas and to change the area, level, location, and arrangement for parking areas and other facilities and to close the parking areas temporarily to effect such changes.

(e) LANDLORD shall permit TENANT and its invitees, without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. TENANT shall abide by any parking space assignments designated by LANDLORD and take such reasonable steps as may be necessary to ensure that TENANT's invitees abide by such parking space assignments. LANDLORD shall properly operate and maintain the parking area and all entrances, exits, driveways and walkways, keeping them in a commercially reasonable condition and state of repair. LANDLORD's operation and maintenance will include without limitation, lighting (specifically including flood lighting of designated employee parking area), striping, traffic control and removal of rubbish and debris.

Section 6. Remodeling Improvements and Alterations. After occupancy of the Leased Premises by the TENANT, the LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense in the Leased Premises, except

that TENANT shall not make any structural change that will impair the structural integrity of the Leased Premises without the prior written consent of LANDLORD.

Section 7. Construction Liens Do Not Attach Pursuant to Florida Statutes. No construction liens may be placed against LANDLORD's title in the Leased Premises for or on account of the construction of any improvement upon the Leased Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with or employed by TENANT. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties to expressly prohibit any such lien against LANDLORD's title or interest by the use of this language as and in the manner contemplated by Section 713.10, Florida Statutes (2023), as this statute may be amended from time to time. TENANT shall promptly notify any contractor making any improvements to the Leased Premises of the provisions of this Section 7.



Section 8. Maintenance, Utilities, Janitorial Services/Supplies and Life Safety/Security Devices. LANDLORD is responsible for providing the following services to TENANT during the term of this Lease: all maintenance and repairs needs to the Building and the grounds including HVAC, all utilities including garbage collection and pest control, janitorial services of all areas in the Building Monday to Friday, all janitorial supplies and maintenance/repairs of all life safety and security devices within the premises. Maintenance and janitorial expectations are portrayed in Exhibit B of this Lease.

Section 9. Indemnification. Each party shall indemnify and 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 negligence or fault of the indemnifying party, its agents or employees, except that any liability of TENANT under this

Section 9 may not exceed the monetary and other limits set forth in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, which limitations are deemed to apply to this Lease regardless of whether the nature of the liability is based on tort, contract or otherwise.

Section 10. Insurance. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Lease, whether by maintenance of one or more appropriate policies or coverages or through a self-insurance program.

Section 11. Waiver of Subrogation. As long as their respective insurers so permit, LANDLORD and TENANT hereby mutually waive their respective rights of recovery against each other for any insured loss.

Section 12. Assignment or Subletting.

(a) TENANT shall not assign or sublet the Leased Premises, or any part of it, without first obtaining the written consent of LANDLORD. LANDLORD acknowledges and consents to TENANT subleasing the Building to FDOH. TENANT shall require all subtenants, including FDOH, to sign a Memorandum of Understanding (“MOU”) including a provision for the FDOH to agree to all terms of this Lease. TENANT shall also promptly provide LANDLORD with a copy of all executed MOUs and any amendments and renewals of them. Subject to the monetary and other limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, which limitations are deemed to apply to this Lease regardless of whether the nature of the liability is based on tort, contract or otherwise, TENANT hereby indemnifies and holds LANDLORD harmless from all acts or omissions of FDOH, any other subtenants, and their employees and contractors. No subletting by TENANT will affect the obligations of TENANT under this Lease.

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

Section 13. Subordination and Estoppel Certificates.

(a) TENANT agrees this Lease and all of TENANT's rights under this Lease are and will remain subordinate to the lien of any mortgage currently encumbering the Leased Premises or which may subsequently be placed on the Leased Premises by LANDLORD.

(b) Within ten (10) days after written request from LANDLORD, TENANT shall execute and deliver to LANDLORD an estoppel certificate acknowledging the following:

(1) This Lease is unmodified and in full force and effect (or if modified, the extent of such modifications).

(2) The dates, if any, to which rent payable under this Lease has been paid, including any advance payments intended as security under this Lease.

(3) The fact that no notice has been received by TENANT of any default that has not been cured, except as to defaults set forth in this certificate.

(4) The fact that no rights of first refusal or options to purchase have been exercised.

(5) The dates of commencement and termination of the Lease term, including any extensions of the Lease term and whether or not options to purchase have been exercised.

Section 14. Condemnation or Eminent Domain.

(a) If at any time during the Lease Term, the whole or any part of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, LANDLORD will be entitled to and will receive any and all compensation that may be made in such proceeding. TENANT hereby assigns and transfers

to LANDLORD any and all such compensation that may be made to TENANT, except for compensation for trade fixtures owned by TENANT.

(b) TENANT will not be entitled to any payment, except as otherwise provided in this Lease, based, *inter alia*, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Leased Premises or their use otherwise.

(c) If a condemnation or eminent domain proceeding results in the taking of the whole or substantially all of the Leased Premises, then this Lease and its term will terminate and expire on the date of this taking, and the rent and other sums or charges provided in this Lease to be paid by TENANT will be apportioned and paid to the date of this taking.

(d) If a condemnation or eminent domain proceeding results in the taking of less than the whole or substantially all of the Leased Premises, then this Lease will continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

(e) For the purposes of this Section, substantially all of the Leased Premises will be deemed to have been taken if the portion of the Leased Premises not taken does not constitute or cannot be repaired or reconstructed in a manner to constitute, a structure and plot useful by TENANT as an entirety for the proper conduct of its activities substantially as they existed prior to the taking.

Section 15. Damages or Destruction.

(a) If the Leased Premises are partially damaged by any casualty insurable under the insurance policy provided by TENANT, LANDLORD, upon receipt of the insurance proceeds, shall repair such damage (except for improvements or alterations made by TENANT after the date of this Lease, and for TENANT's trade fixtures and equipment), and the rent will be abated proportionately as to that portion of the Leased Premises rendered untenable. If that portion of the Leased Premises by reason of such occurrence are rendered wholly untenable, damaged as

a result of a risk that is not covered by insurance, or damaged to the extent that the cost to repair the Leased Premises would exceed thirty percent (30%) of the value of the Leased Premises at the time of the damage, then LANDLORD either may elect to repair the damage or cancel this Lease by notice of cancellation within sixty (60) days after this event. In such event, this Lease will expire, and TENANT shall vacate and surrender the Leased Premises to LANDLORD. In the event LANDLORD elects to repair any damage, any abatement of rent will end five (5) days after notice by LANDLORD to TENANT that the Leased Premises have been repaired. If the damage is caused by the negligence of TENANT or its employees, agents, invitees, or concessionaires and is not covered by insurance, there will be no abatement of rent.

(b) In the event that the damage to the Leased Premises may reasonably be expected to take longer than forty-five (45) days to repair, TENANT may terminate this Lease by notice of termination served within thirty (30) days after the date of this damage and upon such notice this Lease will terminate, and TENANT shall vacate and surrender the Leased Premises to LANDLORD.

Section 16. Surrender of Leased Premises.

(a) Upon expiration of the term or upon the earlier termination of this Lease, TENANT shall peaceably and quietly surrender and deliver the Leased Premises to LANDLORD “broom clean” in good order, condition, and repair (except for reasonable wear and tear and for damage by fire or other casualty if the termination is pursuant to Section 17), and free and clear of liens and encumbrances.

(b) Upon surrender, or upon the expiration of the term or earlier termination of this Lease, whichever occurs first, TENANT shall not remove any improvements, installations, fixtures (except signs that can be removed by TENANT, as provided below), equipment, alterations, and additions, whether originally placed in the Leased Premises by TENANT. Title to these items will

vest in LANDLORD without further act of either party except, if requested by LANDLORD, TENANT shall remove any such items at TENANT's expense within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease from the Leased Premises. TENANT shall also promptly repair any damage to the Leased Premises resulting from such removal of items at TENANT's expense. If TENANT does not remove the items following LANDLORD's request to do so, LANDLORD may remove them for the account of TENANT, and TENANT shall promptly reimburse LANDLORD for the cost of the removal as additional rent upon demand.

(c) All trade fixtures placed in the Leased Premises by TENANT, all personal property of TENANT, and all signs installed by TENANT are and will remain the property of TENANT and must be removed by TENANT upon the expiration of the term or earlier termination of this Lease, provided that TENANT is not then in default under this Lease. TENANT, at its expense, shall promptly repair any damage to the Leased Premises resulting from the removal. Any trade fixtures, personal property, or signs not removed by TENANT under this Section 16 on or before the expiration of the term or earlier termination of this Lease may, at the option of LANDLORD, become the property of LANDLORD at LANDLORD's option. Title to these items will automatically vest in the LANDLORD without further act of either party.

Section 17. Termination. Notwithstanding any other provision of this Lease, TENANT has the right to terminate this Lease for convenience upon at least ninety (90) days prior, written notice to the LANDLORD or, alternatively TENANT may terminate this Lease at the end of any month in which TENANT provides notice to LANDLORD that funding from the State of Florida for this Lease has ceased (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed under this Lease for the period up to the Early Termination Date. Each party

may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

Section 18. Attorney's Fees. In the event of a dispute over the terms of this Lease that results in litigation or of the exercise of any remedy set forth in Section 17 above, the prevailing party will be entitled to recover all of its costs including reasonable attorney's fees at the trial and appellate level from the other party.

Section 19. Inspection. Notwithstanding any other provision of this Lease, LANDLORD acknowledges that TENANT will maintain confidential documents and information in the Leased Premises to which LANDLORD and other parties cannot have access except as permitted by law. In all inspections conducted by LANDLORD of the Leased Premises, LANDLORD shall cooperate fully with TENANT concerning TENANT carrying out its obligation to ensure that all of TENANT's confidential documents and information are kept secure. Subject to the foregoing provisions of this Section, TENANT shall permit LANDLORD, its agents, employees, and contractors to enter all rooms of the Leased Premises as reasonably necessary to inspect them and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to TENANT. LANDLORD may have immediate access to the Leased Premises in case of an emergency. LANDLORD shall notify TENANT as soon as possible after any such emergency entry. TENANT shall provide LANDLORD with keys to all rooms within the Leased Premises, but not to any locked cabinets. LANDLORD may actively advertise the Building, including the Leased Premises. LANDLORD reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

Section 20. Nonwaiver. The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option in this Lease conferred in any one or more instances may not be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations, and options, which will remain in full force and effect.

Section 21. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease. The sole jurisdiction and venue for any legal action in connection with this Lease will be in the courts of Seminole County, Florida.

Section 22. Severability. If any provision or application of this Lease to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Lease that can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared severable.

Section 23. Successors. This Lease and the covenants and conditions contained in this Lease inure to the benefit of and are binding upon LANDLORD, its successors and assigns, and are binding upon TENANT, its successors and assigns, and inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment by TENANT has been consented to by LANDLORD.

Section 24. Entire Agreement. This Lease contains the entire agreement of the parties, both written and oral, and may not be amended, altered or otherwise modified except in writing signed by the parties.


Section 25. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

Section 26. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2023),

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 it has read this notice prior to the execution of this Lease Agreement.

Section 27. Authority. TENANT hereby covenants and warrants that: (i) TENANT is a duly authorized and existing political subdivision of the State of Florida; (ii) TENANT is qualified to do business in the State of Florida; (iii) TENANT has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the TENANT is authorized to do so; and (v) this Lease constitutes a valid and  legally binding obligation on TENANT, enforceable in accordance with its terms.

Section 28. Conflict of Interest.

(a) LANDLORD shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with TENANT or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), relating to ethics in government, as this statute may be amended from time to time.

(b) LANDLORD hereby certifies that no officer, agent, or employee of TENANT has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2023), as this statute may be amended time from time) either directly or indirectly in the business of LANDLORD to be conducted under this Lease, and that no such person will have any such interest at any time during the term of this Lease.

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

Section 29. Consent. LANDLORD and TENANT each covenant and agree that in all instances where a party's consent or approval is required pursuant to the terms of this Lease, such party shall not unreasonably withhold, condition, delay, or deny such consent or approval.

Section 30. Notices. Any notices pursuant to this Lease must be in writing and will be deemed given:

(a) Upon actual delivery to a party at the address set forth below.

(b) Three (3) business days after being deposited with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, or reputable overnight air courier which provides written evidence of delivery, and addressed as set forth below:

For LANDLORD:

A & Z Ventures, LLC
Dover International Company, Inc., Registered Agent
1307 S. International Parkway 1091
Lake Mary, FL 32746



For TENANT:

Contracts & Leasing Coordinator
Seminole County Fleet and Facilities Department
205 W. County Home Road
Sanford, FL 32773

Either party may change the addresses or persons set forth for receipt of notices by providing written notice as provided for in this Lease.

Section 31. Headings and Captions. All headings and captions contained in this Lease are provided for convenience only, do not constitute a part of this Lease and may not be used to define, describe, interpret or construe any provision of this Lease.

Section 32. Effective Date. The Effective Date of this Lease will be the date when the last party has properly executed this Lease as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have executed this Lease for the purposes stated above.

A & Z VENTURES, LLC

Witness

By: _____

Print Name

Print Name: _____

Witness

Title: _____

Print Name

Date: _____



*[The Balance of this page is left intentionally blank.
Attestations continued on the following page.]*

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/sfa
05/01/2024

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Attachment:

Exhibit A – Floor Plan

Exhibit B – FDOH Janitorial Expectations



EXHIBIT A – Reflections Building Site



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance
of Seminole County only.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board
of County Commissioners at their
_____, 20__ regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Exhibit A – Reflections Building Site
Exhibit B – Lease Agreement Seminole and A & Z Ventures, LLC



DGS\sfa
05/02/2024
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