

#13475 LEASE AGREEMENT BETWEEN ALACHUA COUNTY AND THE FLORIDA DEPARTMENT OF HEALTH, ALACHUA COUNTY, FOR LEASE SPACE LOCATED AT 816 SW 64TH TERRACE, GAINESVILLE, FLORIDA

THIS AGREEMENT made and entered into by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," or "Landlord", and the Florida Department of Health, Alachua County Health Department, whose main office is located at 224 SE 24th Street, Gainesville FL, hereinafter referred to as the "Tenant". Collectively the County and Tenant are referred to as the "Parties" or individually as "Party."

"WITNESSETH:

WHEREAS, pursuant to Chapter 154, Florida Statutes, the County and the State of Florida Department of Health enter into an annual contract to coordinate their efforts regarding the operation of the Alachua County Health Department ("Annual Contract"); and

WHEREAS, pursuant to the Annual Contract, the County has been leasing commercial office space located at 816 SW 64th Terrace, Gainesville, Florida for Tenant to operate its Southwest Health Clinic; and

WHEREAS, the Tenant currently leases the Premises from the County pursuant to that certain lease dated July 12, 2016, as amended five times (the "2016 Lease"); and

WHEREAS, the 2016 Lease, as amended, expires on September 30, 2022, and the Parties wish to enter into this new lease so that the Tenant may continue to occupy and use the Premises uninterrupted commencing October 1, 2022.

NOW, THEREFORE, in consideration of the mutuality of the rents, covenants, agreements, terms, and conditions hereinafter contained and in accordance with the Annual Contract, the Parties hereto do mutually covenant and agree as follows:

1. **Recitals.** The Parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.
2. **The Premises.** The Landlord leases and rents to the Tenant and Tenant leases and rents from Landlord property located at 816 SW 64th Terrace, Gainesville, Florida. The term "Premises", as used in this Lease Agreement, shall mean the building and parcel of land on which the building is located. The parcel identified as Alachua County Tax Parcel number: 06675-011-010 is comprised of approximately 10,500 square feet of land and includes the 3,300 square foot building, the parking area, and the grounds.

3. **Term.** The term of the lease shall begin on October 1, 2022 and continue through September 30, 2023 unless earlier terminated as provided herein.
4. **Renewal.** Tenant shall have an option to renew the lease for five one-year periods. The Tenant shall provide written notice to the Landlord of its intent to exercise this option at least 90 (ninety) days before the end of the then current term of the lease.
5. **Rent.**
 - 5.1. The Tenant agrees to pay the Landlord monthly rental payments of \$10.00 monthly. All rental payments shall be due on the first day of each month. The Landlord shall provide a monthly invoice by the 21st day of the previous month to the Tenant at the following address:

Florida Department of Health, Alachua County
224 SE 24th Street
Gainesville, Florida 32641
 - 5.2. The Tenant shall submit/mail monthly rental payments to J.K. "Jess" Irby, Esq., Clerk of Court, Attn: Finance and Accounting, 12 SE 1st Street, Gainesville, FL 32601. The Tenant certifies that, as governmental entity, it is exempt from state sales tax. The Tenant's tax-exempt number is 85-8012660598C-2.
6. **Use of Premises.** The Tenant shall use the Premises solely for Florida Department of Health, Alachua County Health Department. Specifically, the Premises shall be used in the operation of a medical and dental clinic to support the residents of Alachua County.
7. **Compliance with Law.** The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the lease space. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V. Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.
8. **Surrender of Premises.** Upon expiration or termination of the lease term, by lapse of time or otherwise, the Tenant shall surrender the premises in as good a condition as the same was received at the commencement of the lease term, reasonable use, wear, tear, and damage, only, expected.
9. **Services and Repairs.** Services and Repairs. Services provided by the Landlord and the Tenant are:

9.1. Tenant:

9.1.1. All building services including, but not limited to water, telephone, electricity, refuse removal, cable, internet, pest control, and janitorial services for the premises.

9.1.2. Tenant is responsible for the control, safety and security of the leased premises, and all persons occupying, visiting or otherwise present there. Landlord has no responsibility to provide safety and security of any kind for the Premises, or the persons occupying, visiting or otherwise on the Premises.

9.1.3. Routine maintenance, repairs and replacements as are required in order to maintain operations and shall repair or replace any damage to any part of the Premises/property. Tenant shall maintain all portions of the Premises not set forth in 8.2. as a Landlord's duty. Tenant's maintenance duty extends, but is not limited to the parking area, common areas, sidewalks, exterior walkways, doors windows, plumbing and other structures or equipment serving the Premises and shall also maintain the interior of Tenant's space. Tenant's routine maintenance duties include: replacement of lightbulbs, replacement or repair of worn, ill-fitting carpeting and all other floor coverings, and occasional painting as needed due to normal wear and tear.

9.2. **Landlord:** Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Premises during the term except are set forth as follows: Landlord shall maintain the roof, foundation, HVAC (including filters), electrical, plumbing, including stoppage, fixture repairs and sewer line routing, and the structural soundness of the exterior walls. Landlord's maintenance duties shall also include lawn and landscaping (mowing, weed-eating and blow-off walkways). All requests for repairs or maintenance that are the responsibility of the landlord must be submitted in the work order system online or in writing to Landlord.

10. **Inspection.** The Landlord or its representative, successors, or assigns shall have access to the premises at all reasonable times for the purpose of inspecting the premises or taking such action as may be necessary to protect the premises from loss or damage; provided, however, that the Landlord's right of entry and inspection shall be subject to security requirements of the Tenant. The Landlord agrees to provide reasonable and adequate advance notice to the Tenant of any inspection and the Tenant shall have the right to have a staff member present during any inspection.

11. **Title Status.** The Landlord represents that it owns the premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the premises, and that it has the full right, power, and authority to enter into this lease for the term herein granted.

12. **Insurance.**

12.1. The Landlord shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises. Tenant is responsible for its property.

12.2. Tenant is a State Agency or Subdivision and is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the Florida Department of Financial Services. Tenant certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and certifies that this protection extends to the Tenant, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. Tenant will convey a copy of its current Certificate of Coverage upon request.

12.3. Nothing contained herein shall constitute a waiver by the Tennant of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.

13. **Assignments.** This lease is inferior to any mortgage now or on which may be placed on the land or building by the Landlord. Tenant will recognize as its Landlord under this lease and attorn to any persons succeeding to the interest of Landlord under this lease in the event of foreclosure of any mortgage or the execution of any deed in lieu of such foreclosure. This provision is self-operative and no further document is required unless requested by any mortgagee. If so requested, Tenant shall execute and deliver an instrument confirming its attornment at no cost; provided, however, that no such mortgagee or successor in interest shall be bound by any payment of rent for more than one month in advance, or any amendment or modification of this lease made without the express written consent of such mortgagee. If Tenant shall refuse or fail to execute, acknowledge and deliver such document, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact for ratifying all Landlord's acts pursuant to this section.

14. **Sublease.** Tenant may not sublease the premises without Landlord's prior written permission, which shall not be unreasonably withheld.

15. **Non-Waiver.** The failure of any party to exercise any right in this Lease Agreement will not waive such right.

16. **Cumulative Remedies.** All of the rights, powers, and privileges conferred by this lease upon the Parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.

17. **Entire Agreement, Modification and Waiver.** This lease contains the entire agreement of the Parties and supersedes all prior agreement. Any representations, inducements, promises, agreements or otherwise between the Parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this lease shall be valid unless and until the same is reduced in writing and executed by both Parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this lease.
18. **Signs.** All signage must be approved by Landlord prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Tenant at the end of the lease. Damage caused by erection or removal shall be paid by Tenant. Tenant shall pay for signage.
19. **Landlord's Covenant of Quiet Enjoyment.** So long as the Tenant is not in default under the conditions and during the term of this lease and any extension of said term, the Tenant's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.
20. **Police Security.** Landlord has no duty to provide police or security guards. The decision to provide police or security guard shall not give rise to an increased duty of care.
21. **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 buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.
22. **Proration.** Rental and other amounts owned by the Tenant shall be prorated between the Landlord and the Tenant as the commencement and end of the lease term, unless otherwise herein agreed to the contrary.
23. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.
24. **Casualty.** In the event that the lease premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs within ten (10) days and put the leased premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the leased premises are not suitable for occupancy and not used by the Tenant. If the leased premises shall be damaged to the extent of more than

twenty-five (25%), either party may, at its election, terminate this lease by giving written notice to the other party within five (5) days after the occurrence of such damage.

25. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representative are:

Tenant:

Florida Department of Health, Alachua County
224 SE 24th Street
Gainesville, Florida 32641
Randy.Jarmon@flhealth.gov

Landlord: Director, Facilities Management
12 SE 1st Street
Gainesville, Florida 32602
FacFiscal@alachuacounty.us

A copy of any notice hereunder shall be sent to:

J.K "Jess" Irby, Esq., Clerk,
Attention Finance and Accounting,
12 SE 1st Street
Gainesville, Florida 32602
dmw@alachuaclerk.org

And to:

Procurement Division
Attn: Contracts
12 SE 1st Street
Gainesville, Florida 32601
Procurement@alachuacounty.us

26. **Default and Termination.** If either party fails to fulfill its obligations under this Lease Agreement or if either party breaches any of the conditions or covenants of this Lease Agreement, the other party may terminate this Lease Agreement. However, prior to such

termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease Agreement may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the Parties may have.

27. **Severability Clause.** If any clause or any of the terms or conditions of this lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.
28. **Third Party Beneficiaries.** This Lease Agreement does not create any relationship with, or any rights in favor of, any third party.
29. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Lease Agreement.
30. **Construction.** This Lease Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Lease Agreement.
31. **Governing Law.** This Lease Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Lease shall be in Alachua County, Florida.
32. **ELECTRONIC SIGNATURES.** The Parties agree that an electronic version of this Lease Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Lease Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Lease Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Lease Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA (Landlord)

By: _____
_____, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

If signed by County Manager, Clerk does not attest and signature block is removed.

**FLORIDA DEPARTMENT OF HEALTH,
ALACHUA COUNTY HEALTH DEPARTMENT**

(Tenant)

DocuSigned by:

By: Paul D. Myers
Print: Paul D. Myers
Title: Administrator
Date: 9/14/2022

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARZED.