

**LEASE AGREEMENT BETWEEN
ALACHUA COUNTY AND STATE OF FLORIDA DEPARTMENT OF HEALTH
WILSON BUILDING - 14 NE 1ST STREET, GAINESVILLE, FL**

THIS LEASE AGREEMENT is entered 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," and, the State of Florida Department of Health, hereinafter referred to as "Lessee". Collectively, the County and Lessee are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, Lessee desires to utilize a portion of the building office space located at 14 Northeast 1st Street, Gainesville, Alachua County, Florida, which is owned by the County and is commonly referred to as the Wilson Building ("premises"); and

WHEREAS, the County is agreeable to leasing the premises to the State of Florida Department of Health for use of the premises by the Florida Department of Health, Alachua County.

In consideration of the mutuality of the rents, covenants, agreements, terms, and conditions hereinafter contained, the Parties hereto do mutually covenant and agree as follows:

1. **The Premises.** The County leases and rents to the Lessee and Lessee leases and rents from the County that portion of premises which contains approximately 12,145 square feet of office space and consists of the first (1st) floor of the Wilson Building. Any additional square feet of office space may be utilized by the Lessee upon a written amendment to this Lease executed by both Parties.
2. **Term.** The term of the Lease shall begin on May 26, 2021 and continue through June 30, 2023 unless earlier terminated as provided herein.
3. **Renewal.** The Parties have the option to renew this Lease Agreement for two (2) additional 3-year periods.
4. **Rent.**
 - 4.1. During the term of this Lease Agreement and any renewal periods, the Lessee agrees to pay to the County the amount of \$0.00 per month for rental of the premises used by and for the State of Florida, Department of Health.
 - 4.2. The Lessee agrees to pay and assume the cost for 43% of utility expenses (electricity, water, sewer, gas, and trash) for the above described leased premises for the term of the lease based upon percentage of 12,145 square feet being used out of the total 28,004 square feet of the building. The Parties hereto agree that this percentage represents the percentage of space of the Wilson Building occupied by Lessee and that the percentage distribution represents a fair and equitable allocation of costs attributable to the County and the Lessee for the operating expenses of this facility.

- 4.3. The Lessee shall directly pay the cost of any and all telephone services and data circuits associated with the Lessee's operations.
- 4.4. The Lessee shall be solely responsible for any additional services to include, but not be limited to, pest control, security, replacing light bulbs, alarm monitoring, and janitorial services and supplies.
- 4.5. The payments due to the County for the amount due and payable to the County under this Section 4 shall be due upon the receipt of an invoice from the County and shall be made within forty (40) days of receipt of said invoice. The County shall submit invoices to the Lessee at the following address:

Florida Department of Health, Alachua County
224 SE 24th Street
Gainesville, Florida 32641

- 4.6 The Lessee's payments shall be in the form a check made payable to: Board of County Commissioners of Alachua County, Florida, and shall be sent to:

Board of County Commissioners
J. K. "Jess" Irby, Esq. Clerk
Post Office Box 939
Gainesville, Florida 32602

It is fully and expressly agreed that the County's determination as to the payments due hereunder shall be conclusive.

- 4.7 It is expressly agreed by and between the Parties that all obligations under this Lease are conditioned upon and subject to the availability of funds lawfully appropriated and budgeted annually for the purposes stated herein at a level which, in the sole discretion of the respective Parties, permits the successful continuation of such purposes. In the event either Party chooses to discontinue said purposes or arrangements due to the unavailability of funds, that Party shall terminate this Lease without further obligation or penalty by giving at least forty-five (45) days' written notice to the other Party prior to the beginning of the proposed termination date.

5. Lessees Covenants:

- 5.1. The Lessee, by entering into this Lease Agreement and occupying the premises described herein, accepts the premises in its current, as-is condition, without any express or implied representation or warranty of any kind by the County or its employees or agents. Prior to entering into this Lease Agreement, the Lessee was provided with the full opportunity to inspect the premises and was provided information and documentation from County regarding the prior and current condition of the premises. Lessee has found that the premises is acceptable to Lessee for its occupancy and use.
- 5.2. The Parties agree that the Lessee may make the following repairs and improvements to the premises utilized by Lessee: perform minor maintenance services including interim painting, flooring replacements, and improvements to the security system. Other than those listed herein, the Lessee shall not make or cause to be made any other alterations, additions, or improvements to or of the premises, or any part thereof, without the prior

written consent of the County. Said consent shall not be unreasonably withheld. In the event the County consents to the proposed alternations, additions, or improvements of the Lessee, the same including any permit fees shall be at the Lessee's sole cost and expense. Any such alterations shall be made at such times and in such manner as not to unreasonably interfere with the occupancy, use, and the enjoyment of the remainder of the building by the other tenants thereof.

- 5.3. The Lessee agrees that said premises shall be used and occupied solely by the Lessee, the Lessee's employees, agents, guests, and representatives of the State of Florida Department of Health. The Lessee further agrees that said premises shall be used and occupied only for the purpose stated in Chapter 154, Florida Statutes. The Lessee agrees that the Lessee shall not, without prior written consent of the County, permit the premises to be occupied by any person, firm, or corporation other than the Lessee.
- 5.4. The Lessee agrees that no nuisance, hazardous trade or occupation shall be permitted on said premises. The Lessee further agrees that no act or thing shall be done or permitted, and nothing shall be done or permitted, and nothing shall be kept in or about the premises which will increase the risk of fire. No waste shall be permitted or committed upon, or any damage done to said premises by the Lessee, the Lessee's employees, guests, or agents. The Lessee agrees to pay to the County, upon demand for damages due to injury of said premises, that portion of said injury or injuries which was caused by the Lessee or the Lessee's agents, employees, and/or guests.
- 5.5. The Lessee agrees that all professional services to be performed by the Lessee on or about the subject leased premises shall be performed either by employees or agents of the Florida State Department of Health covered by the State Risk Management program, or other State managed and underwritten risk pool or fund; or by contract providers whose contract with the Department of Health shall require that the subject contract provider or providers maintain professional liability/medical malpractice, etc., insurance in amounts commonly acceptable within their professional activities. Such insurance, and applicable State maintained coverage, shall be in full force and effect for the entire duration of the subject provider's contract with the Department of Health.
- 5.6. The Lessee agrees that the County or its representatives, 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 County's right of entry and inspection shall be subject to security requirements of the Lessee. The County agrees to provide reasonable and adequate advance notice to the Lessee of any inspection and the Lessee shall have the right to have a staff member present during any inspection.
- 5.7. The Lessee agrees that the County shall have the right to approve any signs placed on the premises by the Lessee; provided, however, that such approval shall not be unreasonably withheld.
- 5.8. In the performance of the Lease, the Lessee will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer, or associate of the County. The Lessee shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the Lessee in the full performance of this Lease. Lessee nor any of its employees, officers, agents, or any other individual directed to act

on behalf of the Lessee for any act related to this Lease Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

- 5.9. The Lessee agrees to comply with all rules, orders, ordinances, laws, and regulations of any governmental authority or regulatory board having jurisdiction over the premises and the use to which the same may be put.

6. County Covenants:

6.1. The County warrants to the Lessee quiet and peaceful possession of the premise for and during the full term and period of this Lease.

6.2. The County will be responsible for routine day to day maintenance of the premises. The County agrees to maintain the premises' roof, structure, structural supports, floor covering, ceiling tiles, doors, windows and locks. The County agrees to, at the County's expense, replacement water damaged ceiling tiles and cleaning or replacement, if necessary, of water damaged carpet in the premises. Routine day to day maintenance does not include repair of damages caused by the Lessee, its employees, agents, or guests. Repair of such damages shall be the responsibility of the Lessee and at Lessee's sole cost and expense.

6.3. The County makes no warranties or covenants as to the current condition of the premises.

7. **Compliance with Law.** The County agrees to assume full financial responsibility for and compliance with these federal, state and local laws, rules, ordinances, including Titles II and III of the American with Disabilities Act, pertaining to zoning, construction, fire protection handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the property. The County will 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.

8.1. The Lessee expressly agrees to deliver and surrender to the Lessor the possession of said premises at the expiration of this Lease by lapse of time or otherwise. The Lessee agrees to surrender to the County the leased premises in as good repair and condition as the Lessee received the premises at the commencement of the Lease, excepting only natural wear and tear or damage by the elements occurring without the fault of the Lessee or persons permitted by the Lessee to occupy or enter said premises, or by acts of God, insurrection, riot, invasion, or by military intervention.

8.2. In the event the Lessee withholds from the County the possession of said premises after the lawful termination of this Lease, whether by expiration of said term or by the election or act of either party hereto, the damages for which the Lessee shall be expressly liable to the County for such detention and hold-over are as provided by statute.

8.3. In the event the Lessee shall remain in possession of said premises after the expiration or termination of this Lease for any cause whatsoever, no such holding over or retention of possession of occupancy shall operate as an extension or renewal of this Lease in any

manner whatsoever, nor shall it waive the County's right of re-entry or any other right contained herein by the laws of the State of Florida.

9. **Title Status.** The County 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.
10. **Insurance.**
 - 10.1. The County shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The County shall provide to the Lessee proof of such insurance coverage prior to the Lessee taking occupancy of the premises. Lessee is responsible for its property.
 - 10.2. The Lessee agrees to maintain liability insurance to cover the Lessee's own contents and activities while occupying the leased premises. The County shall not be liable for any loss of Lessee's property, or for providing any fire, casualty, or extended damage insurance on the property or person of the Lessee or any person or property which may or hereafter be placed on the subject leased premises during the term of this lease and any extensions/renewals. Proof of adequate insurance, satisfactory to County, shall be provided by the Lessee and submitted to County within ten (10) days or a reasonable time after this Lease Agreement has been executed by both Parties.
 - 10.3. The County, as political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omission which in any way relate to or arise out of this Lease. The Lessee, as political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omission which in any way relate to or arise out of this Lease. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be used by third parties in any matter arising out of this contract or as a waiver of sovereign immunity by any part to which sovereign immunity applies.
11. **Assignment and Sublease.** The Lessee covenants and agrees not to pledge, encumber, or assign this Lease, or sublet all or any part of the premises without the written consent of the County. Such assignment or sublease shall in no way relieve the Lessee from any obligations hereunder for the payment of the costs and expenses referenced above, or for the performance of the conditions, covenants, and provisions of this Lease. In no event shall the Lessee cause the premises to be subject to any mechanic's or materialmen's or any other type of lien. The Lessee shall keep the premises and property on which the premises are situated free from any liens.
12. **Non-Waiver.** The failure of any party to exercise any right in this Lease Agreement will not waive such right.
13. **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.
14. **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.

15. **Police Security.** County 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.

16. **Casualty.**

16.1. In the event the leased premises are totally destroyed by fire or other casualty, this Lease shall be immediately and automatically terminated.

16.2. In the event the leased premises are partially damaged by fire or other casualty, either of the Parties hereto may cancel this lease by giving written notice to the other Party of its intention to do so within ten (10) days following the date of the partial damage to the leased premises.

16.3. However, if the leased premises are partially damaged and if such partial loss or damage shall, in the judgment of either Party, render said premises inexpedient or impractical to repair, then this Lease shall be immediately and automatically terminated as in the case of the total loss or destruction referenced above.

17. **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 Lessee's representative and the County's representative are:

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

County: Director, Facilities Management
915 SE 5th Street
Gainesville, Florida 32602
FacFiscal@alachuacounty.us

A copy of any notice hereunder shall be sent to:

Jesse. K. Irby II, 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

18. **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 Lessee 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.
19. **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 (30) days' prior written notice without further notice or demand and without prejudice to any right or remedy that the Parties may have.
20. **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.
21. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Lease Agreement.
22. **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.
23. **Governing Law.** This Lease Agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

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

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM


DocuSigned by:

Diana Johnson

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Alachua County Attorney's Office

Florida Department of Health, Alachua County

By:  _____
Print: Paul D. Myers
Title: Administrator
Date: 5/19/21