

**LEASE AGREEMENT BETWEEN  
ALACHUA COUNTY AND STATE OF FLORIDA DEPARTMENT OF HEALTH,  
FOR LEASE SPACE LOCATED AT 224 SE 24TH STREET, GAINESVILLE, FLORIDA**

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

**WITNESSETH:**

**WHEREAS**, the Parties hereto have been signatories to a Lease Agreement dated February 27, 2001, (the "2001 Lease Agreement") through which the County leases to the Lessee space in the County Community Support Services/Health Department Complex for the Lessee to operate the Health Clinic, Environmental Health, and Alachua County Health Unit Administration; and

**WHEREAS**, since the execution of the 2001 Lease Agreement the Parties have executed 11 Amendments through which various provisions of the 2001 Lease Agreement were modified and added; and

**WHEREAS**, the Parties feel it is their best interest to enter into a new Lease Agreement which shall supersede the 2001 Lease Agreement as amended by Amendments 1 through 11.

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 property which is more specifically described in Exhibit "A" attached hereto, and which is located at 224 SE 24th Street, Gainesville, Florida and contains approximately 77,865 square feet of usable space (hereinafter the "premises").
2. **Term.** The term of the lease shall begin on October 1, 2021 and continue through September 30, 2026, unless earlier terminated as provided herein.
3. **Renewal.** This Lease Agreement upon the written agreement of the Parties may be renewed for five (5) 5-year periods.
4. **Rent.** The Lessee does hereby agree to pay for and assume the cost for all utility expenses and janitorial services for the above described leased premises for the term of the lease, including any renewals, as follows:
  - 4.1. For the use of the premises by the Health Department, the Lessee agrees to pay to the County sixty-one percent (61%) of the total amount billed to the County for electric, water, natural gas, and sewer, for the Alachua County Community Support Services/Health Department Complex. The Parties hereto agree that this percentage represents the percentage of premises and space of the Alachua County Community Support Services/Health Department Complex 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.

- 4.2 The Lessee shall directly pay the cost of any and all telephone services and data circuits associated with the Lessee's operations.
- 4.3 The Lessee shall be solely responsible for any additional services to include, but not be limited to, pest control, alarm monitoring, and janitorial services and supplies.
- 4.4 The payments due to the County for the amount due and payable to the County under Section 4.1. 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

- 4.5 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

- 4.6 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 fifteen (15) days' written notice to the other Party prior to the beginning of the proposed termination date.

## 5. Lessees Covenants:

- 5.1 The Lessee, by occupying the premises as described herein, accepts the entire leased premises as being in good repair and condition. The Lessee accepts the premises in its current, as-is conditions, without any express or implied representation or warranty by the County.
- 5.2 The Lessee shall not make or cause to be made any alterations, additions, or improvements to or of the leased 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 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 leased premises which will increase the risk of fire. No waste shall be permitted or committed upon, or any damage done to said leased 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 local, state and federal rules, orders, ordinances, laws, and regulations 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 premises for and during the full term and period of this Lease Agreement.

- 6.2 The County will be responsible for routine day to day maintenance of 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.

- 7 **Compliance with Law.** The County will comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the premises. The County 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 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 the premises at the expiration of this Lease Agreement by lapse of time or otherwise. The Lessee agrees to surrender to the County the premises in as good repair and condition as the Lessee received the premises at the commencement of the Lease Agreement, 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 the 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 Florida Statutes.

8.3 In the event the Lessee shall remain in possession of the 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 for the term herein granted.

10 **Insurance.**

10.1 The County shall obtain fire and extended coverage insurance upon the 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, equipment and activities while occupying the premises. If possible, said general liability insurance will include the County as a named co-insured. 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 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 Agreement.

10.4 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 Agreement.

10.5 Nothing herein shall be construed as consent by either Party as a waiver of sovereign immunity and nothing herein shall be used by third parties in any matter arising out of this contract as a waiver of sovereign immunity by either Party.

11 **Assignments and Sublease.**

11.1 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. If approved, 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.

11.2 In no event shall the Lessee assign or sublet the premises or cause it 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 leased premises are situated free from any liens.

11.3 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.

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.** The County has no duty to provide police or security guards at or for the premises. 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 premises are totally destroyed by fire or other casualty, this lease shall be automatically terminated. In the event the 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 terminate within ten (10) days following the date of the partial damage to the premises.
- 16.2 If the premises are partially damaged and if such partial loss or damage shall, in the judgement of either Party, render said premises inexpedient or impractical to repair, then this lease shall be 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 24<sup>th</sup> Street  
Gainesville, Florida 32641  
[Randy.Jarmon@flhealth.gov](mailto:Randy.Jarmon@flhealth.gov)

County: Director, Facilities Management  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida 32602  
[FacFiscal@alachuacounty.us](mailto:FacFiscal@alachuacounty.us)

A copy of any notice hereunder shall be sent to:

Jesse. K. Irby II, Clerk,  
Attention Finance and Accounting,  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32602  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And to:

Procurement Division  
Attn: Contracts  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
[Procurement@alachuacounty.us](mailto: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 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.
- 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 provide ten (10) days to cure the default. In the event the defect or default is not corrected within such 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 Party 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.
- 24 **Effective Date.** This Lease Agreement will be effective upon the date of execution of this Lease Agreement by the Parties below (“effective date”). As of the effective date, the 2001 Lease Agreement between the Parties will be automatically terminated.



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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:

APPROVED AS TO FORM

DocuSigned by:

*Diana Johnson*

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Alachua County Attorney's Office

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

(SEAL)

**Florida Department of Health, Alachua County**

By:  \_\_\_\_\_

Print: Paul D. Myers

Title: Administrator

Date: 8/25/21

## Exhibit A: Premises

Premises plans,are exempt pursuant to Section 119.071(3)(b)(1)