BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 16, 2011 Division: Public Works

Bulk Item: Yes x No __ Department: Facilities Maintenance

Staff Contact Person/Phone #: Dent Pierce/292-4560

AGENDA ITEM WORDING: Approval of a Lease Agreement with the State of Florida Department of Health, Monroe County Health Department to provide continued office space at the Murray E. Nelson Government and Cultural, 102050 Overseas Highway, Key Largo, FL

ITEM BACKGROUND: Previous staff reductions left available office space in the Murray E. Nelson Government and Cultural Center. In 2009, the Florida Department of Health proposed leasing for one year 1,057 square feet of this vacant office space to provide programs and office space for administrative and vital statistics office staff. In 2010, the Health Department requested, and was approved, increasing the space to 1,325 square feet at no cost for the additional 268 square feet due to budget reductions. The lease has been satisfactory for both parties and the Department of Health is requesting continued use of this space, but at no charge due to ongoing budgetary restraints. Waiver of rent will allow the Health Department to still provide an acceptable level of public health services for residents of the Keys.

PREVIOUS RELEVANT BOCC ACTION: At the August 19, 2009 and July 21, 2010 meetings, the BOCC approved one-year agreements with the Monroe County Health Department for office space in the Nelson building.

CONTRACT/AGREEMENT CHANGES: New Agreement

STAFF RECOMMENDATIONS: Approval

TOTAL COST: -0- **INDIRECT COST:** N/A **BUDGETED:** Yes X No __

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: same **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes X No __ **AMOUNT PER MONTH** ___ **Year** _____

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 1/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida Dept of Health, MC Health Dept

Contract #_____

Effective Date: November 1, 2011

Expiration Date: October 31, 2012

Contract Purpose/Description:
Lease agreement with State of Florida Department of Health, Monroe County Health Department for office space in the Nelson Building, Key Largo, FL

Contract Manager: Jo B. Walters (Name) 4549 (Ext.) Facilities Maint/Stop #4 (Department/Stop #)

for BOCC meeting on 11/16/11 Agenda Deadline: 11/01/11

CONTRACT COSTS/**REVENUE**

Total Dollar Value of Contract: $ -0- Current Year Portion: $ -0-

Budgeted? Yes X No ☐ Account Codes: _____-_____-_____-_____-_____

Grant: $ N/A _____-_____-_____-_____-_____

County Match: $ N/A _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr (Not included in dollar value above) For: _____ (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes ☐ No ☑		11/3/2011
Risk Management	11-2-11	Yes ☐ No ☑		11-2-11
O.M.B./Purchasing	11-1-11	Yes ☐ No ☑		11-2-11
County Attorney	11/1/11	Yes ☐ No ☒		11/1/11

Comments: _____

OMB Form Revised 2/27/01 MCP #2

LEASE AGREEMENT

This Agreement is made and entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, ("COUNTY" or the "LESSOR"), and STATE OF FLORIDA, DEPARTMENT OF HEALTH, MONROE COUNTY HEALTH DEPARTMENT ("TENANT" or the "LESSEE"), a non-profit corporation incorporated in the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040.

WHEREAS, the BOCC leases premises to other governmental agencies and not-for-profit organizations serving the County community; and

WHEREAS, the State of Florida, Department of Health, Monroe County Health Department has requested use of County office space; and

WHEREAS, the State of Florida, Department of Health, Monroe County Health Department provides essential services to the citizens of Monroe County, and works to improve the health of the public through preparedness, education, prevention, the delivery of clinical services, and by conducting environmental inspection and testing programs; and

WHEREAS, the COUNTY owns an office building known as the Murray E. Nelson Government and Cultural Center at 102050 Overseas Highway, Key Largo, Florida; and

WHEREAS, the Murray E. Nelson Government and Cultural Center has a number of vacant offices due to the reduction of the County workforce; and

WHEREAS, the BOCC has determined that is in the best interests of Monroe County to lease unused office space at the Murray E. Nelson Government and Cultural Center;

NOW THEREFORE, IN CONSIDERATION of the promises contained herein the parties agree to the following:

1. **PROPERTY.** The COUNTY leases exclusively to the LESSEE 1,057 square feet of office space; offices 202, 203, 224, 227, 228 and 229 in the Murray E. Nelson Government and Cultural Center and which is shown on Exhibit A, hereafter the premises. The LESSEE is authorized to use two additional office spaces, 219 and 220, each 134 square feet totaling 268 square feet, for the period August 24, 2010 through August 23, 2011, at no cost, also shown on Exhibit A. If this Agreement is extended for subsequent year(s) after August 23, 2010, then rent will be charged for this office space at the same rate as any other office space included in this lease. Exhibit A is attached and made a part of this Agreement.

2. **TERM.** The term of this Agreement is for a period of one (1) year beginning November 1, 2011 through October 31, 2012.

3. **USE AND CONDITIONS.** The premises shall be used solely for the purposes of operating State of Florida, Department of Health, Monroe County Health Department programs and providing office space for administrative and vital statistics office staff. If the premises are used for any other purpose, the COUNTY

shall have the option of immediately terminating this Agreement. LESSEE shall not permit any use of the premises in any manner that would obstruct or interfere with any COUNTY functions and duties.

The LESSEE will further use and occupy said premises in a careful and proper manner, and not commit any waste thereon. LESSEE will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the premises. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. The LESSEE will not use or occupy said premises for any unlawful purpose and will, at LESSEE's sole cost and expense, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises. These covenants of the LESSEE shall also be binding on the use of the premises by personnel, volunteers or clients of LESSEE in accessing any common areas of the Murray E. Nelson Government and Cultural Center.

4. **RENT.** For the use of the premises, the LESSEE must pay the COUNTY the sum of **$-0-** per year, for 1,057 square feet of office space at **$-0-** per square foot, which rental sum is due in monthly installments of **$-0-**, payable. The COUNTY will invoice the LESSEE each month and these twelve monthly payments shall be remitted to Monroe County Clerk's Office, 500 Whitehead Street, Key West, FL 33040. If applicable, a warrant in payment of an invoice is not issued within 40 days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the LESSEE shall pay to the LESSOR, in addition to the amount of the invoice, interest at a rate established pursuant to F.S. section 55.03(1) on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the LESSOR.

a) Additional consideration from each party:

Electricity, office maintenance, office cleaning, and local phone calls will be provided by LESSOR at no additional cost to LESSEE, unless the occupation of the premises has a significant impact on any of such costs to LESSOR, in which case the parties will either renegotiate the consideration or mutually terminate this agreement. LESSEE shall be entitled to use the common areas of the Murray E. Nelson Government and Cultural Center, such as bathrooms, lobby and other common areas incidental to the purpose of their occupancy of the premises, including use of conference rooms.

5. **TAXES.** The LESSEE must pay all taxes and assessments, including any sales or use tax, levied by any government agency with respect to the LESSEE's operations on the premises. If at any time after any tax or assessment has become due or payable, the lessee, or its legal representative, neglects to pay the tax or assessment, LESSOR shall be entitled to pay the tax or assessment at any time after that and the amount paid by LESSOR shall be deemed to be additional rent for the leased premises, due and payable by the lessee.

6. **INSURANCE.** The Department of Health, State of Florida, provides General Liability Coverage for Monroe County Health Department Operations through the Division of Risk Management and the State Risk Management Trust Fund. Florida Chapter 284 and Section 768.24(16) authorize the State to administer a self-

insurance program and F.S. Section 768.24(5) currently sets the general liability coverage limits as follows: $100,000 each person; $200,000 each occurrence.

CONDITION OF PREMISES. The LESSEE must keep the premises in good order and condition. The LESSEE must promptly repair damage to the premises. At the end of the term of this Agreement, the LESSEE must surrender the premises to the COUNTY in the same good order and condition as the premises were on the commencement of the term, normal wear and tear excepted. The LESSEE is solely responsible for any improvements to land and appurtenances placed on the premises.

7. **IMPROVEMENTS.** No structure or improvements of any kind shall be placed upon the land without prior approval in writing by the County Administrator, a building permit issued by the COUNTY and any other agency, federal or state, as required by law. Any such structure or improvements shall be constructed in a good and workmanlike manner at LESSEE's sole cost and expense. Subject to any landlord's lien, any structures or improvements constructed by LESSEE shall be removed by the LESSEE at LESSEE's sole cost and expense, by midnight on the day of termination of this Agreement or extension hereof, and the land restored as nearly as practical to its condition at the time this agreement is executed unless the Board of County Commissioners accepts in writing delivery of the premises together with any structures or improvements constructed by LESSEE. Portable or temporary advertising signs are prohibited.

LESSEE shall perform, at the sole expense of LESSEE, all work required in the preparation of the property or premises hereby leased for occupancy by LESSEE; and LESSEE does hereby accept the leased property or premises as now being in fit and tenantable condition for all purposes of LESSEE.

COUNTY reserves the right to inspect the leased area and to require whatever adjustment to structures or improvements as COUNTY, in its sole discretion, deems necessary. Any adjustments shall be done at LESSEE's sole costs and expense. Any building permits sought by LESSEE shall be subject to permit fees at LESSEE's sole cost and expense.

8. **IDEMNIFICATION/HOLD HARMLESS.** The LESSEE, as a state agency or subdivision as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous actions, which result in claims or suits against either the County or the LESSEE, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

The County, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts, which result in claims or suits against either the LESSEE or the County, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortuous acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be

construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

9. **NON-DISCRIMINATION.** LESSOR and LESSEE agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Lease Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. LESSOR and LESSEE agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Sections 13-101, et seq., Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Lease Agreement.

10. **TERMINATION.** This Agreement may be terminated at the discretion of the COUNTY in the following circumstances:

a) Lessee fails to pay the rent when due;

b) Lessee fails to obtain the insurance required under this lease or allows the required insurance coverage to lapse or fall below the minimum required;

c) Lessee otherwise breaches the terms of this lease.

Unless the COUNTY has accepted in writing a delay in performance of duties, the failure to perform said duties shall constitute a default under the terms of this agreement. In the case of default/breach, the COUNTY shall first give LESSEE a written notification stating the default/breach and that Lessee has ten (10) days to correct the default/breach. If the Lessee has not commenced correction of the default/breach at the end of the 10 days, then the COUNTY may terminate the lease in its discretion. If it shall be necessary to employ the services of an attorney in order to enforce its rights under this Agreement, the COUNTY shall be entitled to reasonable attorney's fees. Waiver of a default in any particular month shall not bind the COUNTY to forego the provisions of this paragraph and any subsequent

default shall be grounds for termination. The COUNTY may in its discretion treat the LESSEE in default and terminate this Agreement immediately, without prior notice, upon failure of LESSEE to comply with any provision of this Agreement. LESSEE may terminate this Agreement upon giving thirty days prior written notice to COUNTY.

11. **DEFAULT.** LESSOR'S right to repossess, operate, or sublease: If the rental reserved by this lease or other charges to be paid under this lease by LESSEE, or any part of this lease, are not paid when due and remain unpaid for a period of 10 days after notice in writing, or if LESSEE fails to promptly perform any covenant, condition, or agreement by it to be performed under this lease and such failure shall continue for a period of ten (10) days after notice in writing specifying the nature of such failure, or if LESSEE abandons the demised premises, or if LESSEE breaches any obligation under this lease to be performed by it which cannot be cured, then , and in any such event, LESSEE shall be deemed to be in default and LESSOR, without further notice may at its option take possession of the leased premises, including all improvements and fixtures and equipment located at, in or about the premises.

By legal proceedings, LESSOR shall take, operate, or sublease the premises, in whole or in part, for the account of the LESSEE as the LESSOR in good faith may deem proper, for a term not exceeding the unexpired period of the full term of this lease. LESSOR shall receive all proceeds and rent accruing from such operation or subleasing of the leased premises or fixtures and equipment. LESSOR shall apply these proceeds first, to the payment of all costs and expenses incurred by the LESSOR in obtaining the possession of, and the operation or subleasing of the premises or fixtures and equipment, including reasonable attorney's fees, commissions, and collection fees, and any alteration or repairs reasonably necessary to enable the LESSOR to operate or sublease the premises or fixtures and equipment; and second, to the payment of all such amounts as may be due or become payable under the provisions of this lease. The remaining balance, if any, given by the LESSOR to the LESSEE, shall be paid over to the LESSEE at the expiration of the full term of this lease or on the sooner termination of the lease by written notice of termination.

Repossession or subleasing not a termination; LESSOR'S right to terminate not forfeited: No repossession, operation, or subleasing of the premises or of fixtures and equipment shall be construed as an election by the LESSOR to terminate this lease unless a written notice of such intention is given by the LESSOR to the LESSEE. Notwithstanding any such operation or subleasing without termination of this lease, the LESSOR may at any time after that elect to terminate the lease in the event that the LESSEE remains in default under this lease.

LESSEE'S obligation to pay deficiencies: In the event the proceeds of rentals received by the LESSOR under the provisions of this Section are insufficient to pay all costs and expenses and all amounts due and becoming due under this lease, the LESSEE shall pay to the LESSOR on demand such deficiency as may occur or exist.

LESSOR'S right to terminate lease: In the event of LESSEE'S default, LESSOR may, at its option without further notice, terminate this lease and all interest of LESSEE under this lease, and may then take possession of the leased premises by legal proceedings.

LESSOR'S right on termination to recover amount equal to rent reserved: If this lease is terminated by the LESSOR by reason of any default by LESSEE, LESSOR shall be entitled to recover from the LESSEE, at the time of such termination the excess, if any, of the amount of rent reserved in this lease for the balance of the term of the lease.

LESSOR'S remedies are cumulative: Each and all of the remedies given to the LESSOR in this lease or by law are cumulative, and the exercise of one right of remedy shall not impair its right to exercise any other right or remedy.

12. **DEFAULT-WAIVER.** The waiver by the LESSEE or the COUNTY of an act or omission that constitutes a default of an obligation under this Agreement does not waive another default of that or any other obligation.

13. **ASSIGNMENT.** The LESSEE may not assign this Agreement or assign or subcontract any of its obligations under this Agreement without the approval of the COUNTY's Board of County Commissioners. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the LESSEE and the COUNTY.

14. **SUBORDINATION.** This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, and the COUNTY, whether in effect on commencement of this lease or adopted after that date.

15. **GOVERNING LAWS/VENUE.** This Agreement is governed by the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Lease Agreement, the LESSOR and LESSEE agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The LESSOR AND LESSEE agree that, in the event of conflicting interpretations of the terms or a term of this Lease Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

16. **CONSTRUCTION.** This Agreement has been carefully reviewed by the LESSEE and the COUNTY. Therefore, this Agreement is not to be construed against either party on the basis of authorship.

17. **NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

COUNTY	LESSEE
County Administrator	Monroe County Heath Department
Roman Gastesi, Jr.	Robert Eadie, Administrator
1100 Simonton Street	1100 Simonton Street
Key West, FL 33040	Key West, FL 33040

18. **RELATIONSHIP OF PARTIES.** LESSEE is, and shall be, in the performance of all works, services, and activities under this Agreement, an independent agency, and not an employee, agent or servant of the BOCC. LESSEE shall exercise control, direction, and supervision over the personnel and volunteers who use the premises. LESSEE shall have no authority whatsoever to act on behalf and/or as agent for the BOCC in any promise, agreement or representation other than specifically provided

for in this agreement. The BOCC shall at no time be legally responsible for any negligence on the part of LESSEE, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

19. **FULL UNDERSTANDING.** This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

20. **RIGHT OF INGRESS AND EGRESS.** LESSEE, its agent, employees, customers, suppliers, and patrons shall have the right of ingress and egress to and from the lease premises, which shall not be unreasonably restricted by the COUNTY.

21. **RIGHT OF INSPECTION AND REPAIRS.** LESSOR shall have access to the premises, and each and every part thereof, during LESSEE'S regular business hours for the purpose of inspecting the same, making repairs, and posting notices that LESSOR may deem to be for the protection of the LESSOR or the property.

22. **AMENDMENTS TO BE IN WRITING.** This lease may be modified or amended only by a writing duly authorized and executed by both LESSOR and LESSEE. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing duly authorized and executed by both LESSOR and LESSEE.

23. **HOLDING OVER.** No holding over and continuation of any business of the LESSEE after the expiration of the term hereof shall be considered to be a renewal or extension of this lease unless written approval of such holding over and a definite agreement to such effect is signed by the LESSOR defining the length of such additional term. Any holding over without consent of the LESSOR shall be considered to be a day-to-day tenancy at a rental of three times the daily rate of the fixed minimum monthly rental provided herein, computed on the basis of a 30-day month.

24. **ENTIRE AGREEMENT.** This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this lease shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

25. **SEVERABILITY.** If any term, covenant, condition or provision of this Lease Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Lease Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Lease Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Lease Agreement would prevent the accomplishment of the original intent of this Lease Agreement. The LESSOR and LESSEE agree to reform the Lease Agreement to replace any stricken provision with

a valid provision that comes as close as possible to the intent of the stricken provision.

26. **ATTORNEY'S FEES AND COSTS**. The LESSOR and LESSEE agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Lease Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

27. **BINDING EFFECT**. The terms, covenants, conditions, and provisions of this Lease Agreement shall bind and inure to the benefit of the LESSOR and LESSEE and their respective legal representatives, successors, and assigns.

28. **AUTHORITY**. Each party represents and warrants to the other that the execution, delivery and performance of this Lease Agreement have been duly authorized by all necessary County and corporate action, as required by law.

29. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS**. LESSOR and LESSEE agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Lease Agreement or by Florida law.

30. **COOPERATION**. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Lease Agreement, LESSOR and LESSEE agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Lease Agreement or provision of the services under this Lease Agreement. LESSOR and LESSEE specifically agree that no party to this Lease Agreement shall be required to enter into any arbitration proceedings related to this Lease Agreement.

31. **COVENANT OF NO INTEREST**. LESSOR and LESSEE covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Lease Agreement, and that the only interest of each is to perform and receive benefits as recited in this Lease Agreement.

32. **CODE OF ETHICS**. LESSOR agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting

employment or contractual relationship; and disclosure or use of certain information.

33. **NO SOLICITATION/PAYMENT**. The LESSOR and LESSEE warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Lease Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Lease Agreement. For the breach or violation of the provision, the LESSEE agrees that the LEESSOR shall have the right to terminate this Lease Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

34. **PUBLIC ACCESS**. The LESSOR and LESSEE shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LESSOR and LESSEE in conjunction with this Lease Agreement; and the LESSOR shall have the right to unilaterally cancel this Lease Agreement upon violation of this provision by Lessee.

35. **NON-WAIVER OF IMMUNITY**. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the LESSOR and LESSEE in this Lease Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the LESSOR be required to contain any provision for waiver.

36. **PRIVILEGES AND IMMUNITIES**. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the LESSOR, when performing their respective functions under this Lease Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

37. **NON-RELIANCE BY NON-PARTIES**. No person or entity shall be entitled to rely upon the terms, or any of them, of this Lease Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the LESSOR and LESSEE agree that neither the LESSOR nor the LESSEE or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Lease Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Lease Agreement.

38. **ATTESTATIONS**. LESSEE agrees to execute such documents as the LESSOR may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

39. **EXECUTION IN COUNTERPARTS.** This Lease Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Lease Agreement by signing any such counterpart.

40. **EFFECTIVE DATE.** This Agreement will take effect on November 1, 2011.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

STATE OF FLORIDA, DEPARTMENT OF HEALTH,
MONROE COUNTY HEALTH DEPARTMENT

_____
Witness

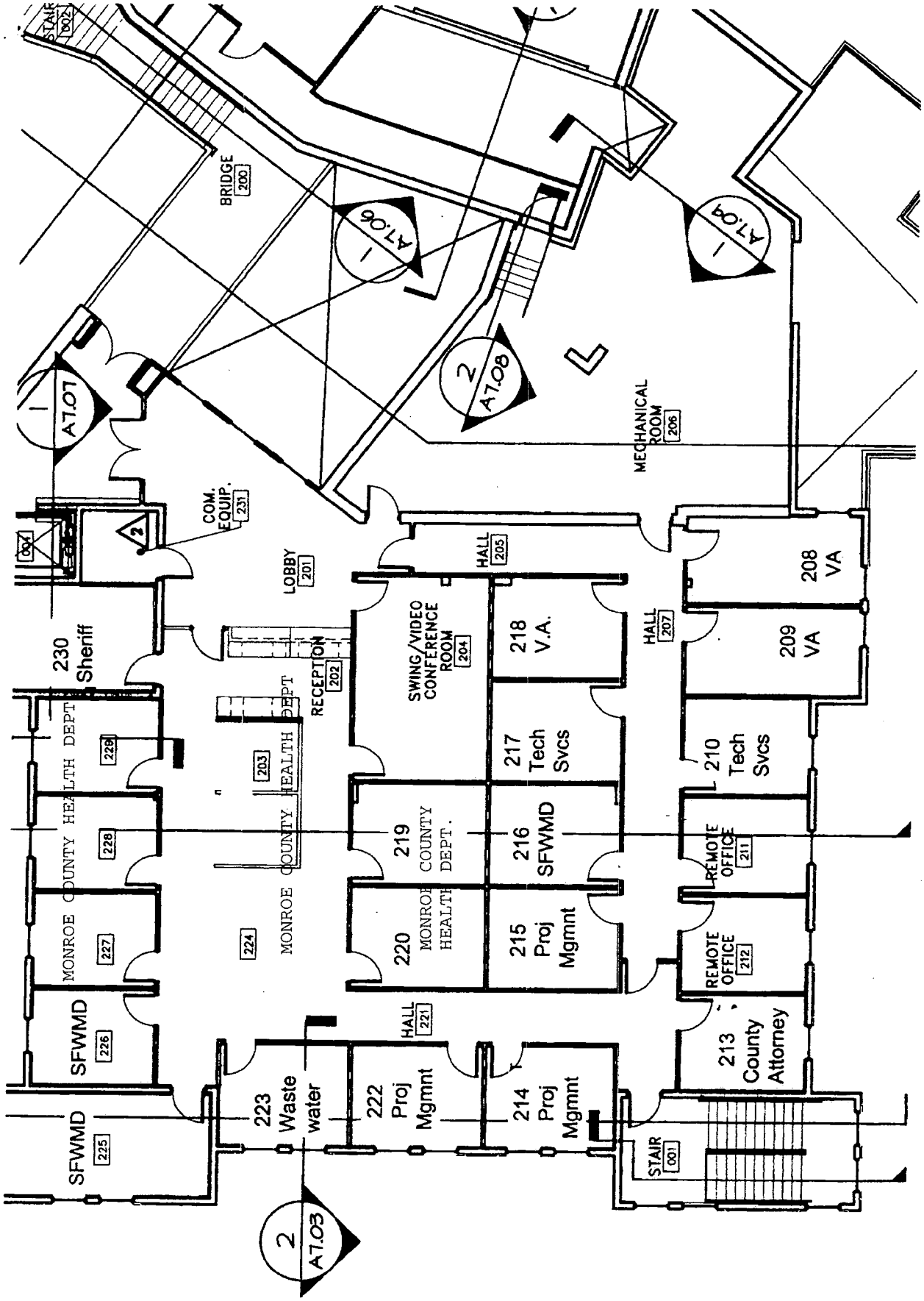
_____
Witness

By _____
Title Administrator

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 11/1/11

EXHIBIT "A"


STAIR 002
BRIDGE 200
A1.06
A1.04
A7.07
A7.08
MECHANICAL ROOM 206
COM. EQUIP. 231
004
LOBBY 201
HALL 205
208 VA
230 Sheriff
RECEPTION 202
SWING/VIDEO CONFERENCE ROOM 204
218 V.A.
HALL 207
209 VA
MONROE COUNTY HEALTH DEPT
229
203
217 Tech Svcs
210 Tech Svcs
228
219 COUNTY DEPT.
216 SFWMD
REMOTE OFFICE 211
227
224
220 MONROE HEALTH
215 Proj Mgmnt
REMOTE OFFICE 212
SFWMD 226
HALL 221
213 County Attorney
SFWMD 225
223 Waste water
222 Proj Mgmnt
214 Proj Mgmnt
STAIR 001
A7.03