

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Seminole Health Department and Community Services Lease

**DEPARTMENT:** Administrative Services **DIVISION:** Support Services

**AUTHORIZED BY:** Jamie Croteau **CONTACT:** Meloney Lung **EXT.** 5256

<b>Agenda Date</b> <u>1/25/05</u> <b>Regular</b> <input checked="" type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:** Approve and authorize Chairman to execute Seminole Health Department and Community Services Lease and transfer \$63,951 from General Fund Contingency to Support Services Rentals and Lease line (010530-530-44000) and \$7,685 to Contracted Services line (010530-530-34000). Total from Contingency is \$71,636.

District 1 – Commissioner Dallari

**BACKGROUND:**

In January 1999, the Health Department and Community Services moved into the lease space located at Goodings Plaza, 132 Sausalito Boulevard, Casselberry 32707. The space consisted of 4,200 SF and included Veteran's Services, Community Assistance, Women, Infants and Children (WIC), and immunization services. In 2001, dental service was added to this location. The existing space is no longer adequate to maintain the services provided at this location.

An adjacent lease space with 5,172 SF will become available on March 1, 2005 and with the increasing needs by both the Health Department and Community Services, this is an opportune time to make a change. Attached is a new lease which terminates and replaces the existing lease for the Health Department. The new lease includes the original leased premises of 4,200 SF, plus an additional 5,172 SF suite, which bring the total leased square footage to 9,372 SF. The lease has an initial term of five years with three one year renewals. Additionally, the rent shall be increased by 3% annually. Should the Board approve this item, funding for future years will be identified in the appropriate upcoming budgets.

Reviewed by:	
Co Atty:	<u>[Signature]</u>
DFS:	
Other:	
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No:	<u>RASSO/</u>

The availability of this space was not anticipated and Support Services did not budget for this increase. We are requesting the transfer of \$71,636 from General Fund Contingency. The following is a breakdown of the lease rent:

Current	4,200 SF	\$14.34 per SF	\$ 60,228
Proposed	9,372 SF	\$13.25 per SF	\$124,179
<b>Difference in lease</b>			<b>\$ 63,951</b>
<b>Additional janitorial</b>			<b>\$ 7,685</b>
<b>Total need from Contingency</b>			<b>\$ 71,636</b>

The new rate is \$1.09 per SF less than we are currently paying.

The additional space is needed for several reasons (for further details, see attached Casselberry Expansion Project Overview Executive Summary from the Florida Department of Health):

- Over 125 Health Department clients served daily, accompanied by 150-200 caregivers/family members (61% increase in WIC clients alone);
- The center has been operating since it opened with 10.5 full time equivalent staff, after the expansion, there will be 25.5 full time equivalent staff;
- Approximately 20% of the Health Department's clients come from the Casselberry area;
- A 40% increase in Veteran's Services claim forms completed (since 1999/2000), a 26% increase in actual services provided with one (1) employee to assist
- A 25% increase in Community Services/Community Assistance provisions of emergency financial assistance
- Lack of space for adequate secretarial staff to accommodate increased service levels
- Lack of supervisory staff at current location and no available space to correct this issue
- Lack of adequate space for necessary administrative functions
- Lack of space for sufficient waiting room areas for the various service functions, which leads to clients entering office areas while other clients are being serviced.

Staff is requesting the approval and authorization for the Chairman to execute Seminole Health Department and Community Services Lease and transfer \$63,951 from General Fund Contingency to Support Services Rentals and Lease line (010530-530-440000) and \$7,685 to Contracted Services line (010530-530-34000).



# Casselberry Expansion Project Overview Executive Summary

**Project Name: Casselberry – Goodings Plaza Expansion**

**Department: Health Dept and Community Services**

**Last Updated: October 21, 2004**

**Author: Mike Napier, Health Department**

**David Medley, Community Services**

**Project Department Owner: Phil Stalvey**

## Project Business Case

### Project Overview

Currently the Goodings Plaza service site offers 4 major services to our southern community residents. Veterans services and Community Assistance, Dental services, Immunizations and WIC (Women, Infant and Children) services are available. The waiting area (21ft by 27ft) was originally designed for 34 chairs but currently has 49.

**PUBLIC HEALTH:** The health department offers WIC, Dental and Immunization services to an average of 125 clients at this location daily with an additional 1-2 caregivers, siblings and relatives accompanying each of these clients. The number of clients seeking and receiving services has increased steadily (61% in WIC clients alone) over the past 3 years to a point that it has become very difficult to manage and meet customer expectations.

Health Department Service Trend: Casselberry

Program	Immunizations			WIC	Total Services
	Clients - Services	Dental			
2000				21132	21132
2001				24696	24696
2002	5307	9067	2400	30336	41803
2003	7679	13866	2640	31524	48030
2004*	7595	12870	2880	34032	49782
% increase	43%	41%	20%	61%	

\*Hurricane closures affected final numbers

**COMMUNITY SERVICES:** Two county services have been offered at this location since its establishment.

- (1) Veteran Services continue to provide access to assistance in applying for Veteran benefits to those residing in the southern portion of the county. There has been a steady growth in service to this population. Since 1999/2000, there has a 26%

increase in actual services provided (from 3,841 to 4,824). The actual number of veterans visiting the office has declined (1,431 to 1,024) due to (a) better telephone screening to minimize inappropriate scheduling, and (b) all services are now by appointment only. One staff member provides all services including screening, appointment scheduling, conferences, follow-up, contact with VA as needed, assistance with form generation and completion as well as filing and maintaining all office administrative functions (phone, Fax, mail, copy center, etc.). By way of comparison, the Sanford office has experienced the same reduction in services over the same period of time (from 3,304 to 2,777). However, our current engagements in Iraq and Afghanistan have seen an increase in the number of DD214s being issued (Seminole County) from approximately 20 per week to 100 per week.

- (2) Community Services/Community Assistance provides emergency financial assistance to eligible low income individuals and families. This past year a total of 583 clients presented for services at the Casselberry office and there were a recorded total of approximately 1,500 follow-up visits. These numbers reflect an average daily presence in the office of 9 clients. This average is based on projected available work days (251) during the year, and not the actual number of days worked (staff absence due to approved leave was not factored in, which would result in a much higher daily average). Also, an additional 4,200 calls were received by the office and 1,400 calls were made (to vendors, etc.) which is an average of 22 calls per day in addition to the clients presenting at the office. This has been accomplished by one staff member with occasional assistance from an unpaid volunteer who screened calls. The staff member also had responsibility for all administrative functions, as well as securing outside vendors as needed. These services represent approximately a 25% increase at the Casselberry location over the past three years (from 477 clients to 583 clients).

**Veteran's Services Division**

	Sanford (2 officers + support)				Casselberry (1 Officer)			
	Visits	Calls	Total	Services	Visits	Calls	Total	Services
1998/99	3,304	5,726	9,030	7,264	1,431	2,414	3,845	2,562
1999/00	2,210	4,104	6,314	6,057	1,943	3,369	5,312	3,841
2000/01	2,512	6,607	9,119	8,803	1,767	2,856	4,623	4,113
2001/02	3,025	9,491	12,516	14,503	1,707	1,926	3,633	3,641
2002/03	2,938	8,952	11,890	15,750	1,286	1,502	2,788	4,420
2003/04	2,777	7,817	10,594	12,598	1,024	1,976	3,000	4,824
Change:	-15.95%	36.52%	17.32%	73.43%	-28.44%	-18.14%	21.98%	25.59%

**Community Assistance Division**

	Sanford (4 Case workers + support)				Casselberry (1 Case worker)			
	Approved	Denied	Calls	Total	Approved	Denied	Calls	Total Clients
1998/99	1,441			1,441	269			269
1999/00	1,251			1,251	298			298
2000/01	1,316			1,316	308			308
2001/02	1,412	646		2,058	375	102		477
2002/03	1,348	951	7,574	2,299	367	168	3,500	535
2003/04	1,345	1073	7,652	2,418	351	232	4,223	583
Change:	-7.14%	66.10%	1.03%	14.89%	23.36%	127.45%	20.66%	18.18%

Several problems within the current space are apparent:

- (1) The increasing volume of clients served by the two county offices cannot be adequately addressed within the existing space. No provisions have been made for secretarial assistance in answering phones and managing clients who present for appointments. Staff either answer the phone while conducting an interview (which is unacceptable), or constantly have a back log of voice mails that must be returned, many of which need to be, and could be redirected if addressed at the outset of the call.
- (2) There is not currently supervisory staff located at this office, nor is there space for this to be corrected.
- (3) There is not adequate space for administrative function necessary for the delivery of services: mailing, filing, copying, Faxing,
- (4) All of these problems compound the customer service issues of the Health Department clients in the lack of appropriate waiting area for clients who often appear with several family members for their appointment.
- (5) Finally, the current waiting area is immediately adjacent to the office doors of both county staff which is clearly an invitation to clients to enter these offices unannounced while another interview is in process. There is not space available to alleviate this customer service concern, not to mention general privacy and HIPPA issues.

This project will provide better customer services along with additional services to the southern portion of Seminole County.

This would require the following:

- Securing additional lease space adjacent to the current location.

#### **Business Issue/Opportunity**

- Affordable lease space is hard to find. Rather than looking for another location, lease space next to our current location has just become available and would meet the needs of the county.
- Current conditions are overcrowded and a high level of customer dissatisfaction.
- This increase in square footage allows space for additional interview rooms, increased waiting area and room for additional staff to meet the demand for services.
- A second Dental chair has already been added to the site which will increase services and help reduce the overcrowding at the Airport Blvd location. In addition, with increased services additional revenue will be generated to support increasing staff.
- 6 staff from the school health program would be relocated to this location to alleviate some of the overcrowding at the Sanford location and provide a more central location to reach out to the schools.
- With continued growth in the WIC program at the historical rate of 15% we will be increasing the numbers seen by 45 clients per day within 3 years.
- Healthy Start, a program to reach out to the high risk children and pregnant mothers needs a location in the southern part of the county to reach those clients.
- This expansion will also provide for an additional waiting area for clients of Community Assistance (including Veterans) that will be separate from the general Health Department waiting area which has both health and customer services concerns addressed.
- This expansion will also provide for relocation of a supervisory level staff to the area along with administrative support functions, space for interns and work study students utilized regularly by the division, and improved communications capabilities (phone, Fax, mail).

**Project Business Goal**

- Have a long term plan to address increasing demands of services provided in this area.
- Address overcrowding conditions that currently exist at this location and allow staff to be relocated from the Airport Blvd location to help in the increase workload. Project proposes relocating one supervisory staff position and one support staff to the Casselberry location. In addition, Work Study and volunteer staff would be utilized continuously in designate space at this location for both Veteran's and Community Assistance.
- Increase services and efficiencies through better utilization of staff and space.
- Expand public health services to meet southern county resident's needs by increasing the number of staff and types of services being offered at this location. Services such as Healthy Start, International immunization, HIV/STD testing and counseling and School health services.
- Improve customer service. Customer's presenting for Veteran and Community Assistance services would be provided a separate waiting area removed from the highly congested area utilized for Health Department services.
- Provide more adequate staff support

**Primary Project Deliverables**

**Milestone 1 – Three Months**

- Have build out completed and all staff moved and operational
- Appoints and schedules adjusted to reflect additional staff
- Market travel immunizations.

**Milestone 2 – Six Months**

- Increase in customer satisfaction
- Increase in services provide compared to last year at same time
- Increase in Dental revenue by 10%
- Measure travel immunizations given

**Milestone 3 – One Year**

- Increase client services by 15%
- Increase in Dental revenues by 10%
- Increase in Immunization revenues

**Project Conditions**

**Project Assumptions**

- This space will be occupied by Health Department and Community Services in partnership.
- The additional lease space will be approved and funded by the Seminole County Board.
- The Health Department will seek funding for build out expense that will not be included in the month lease cost.
- Resources for additional staff will be provided by the state and grant funding.

Project Issues
<ul style="list-style-type: none"> <li>• If this project is not funded what other space in the county available to handle the overcrowding?</li> <li>• Funding for this additional space of approximately \$60,000 annually</li> <li>• Funding for build out expenses by the Health Department</li> <li>• Increasing dental services to help pay for additional cost</li> <li>• Establishing a site manager for the overall operations</li> <li>• Final decision on what programs need to be there.</li> <li>• Front desk / Reception area</li> </ul>
Project Risks
<ul style="list-style-type: none"> <li>• Not doing anything</li> </ul>

**Project Critical Success Factors (Key Performance Indicators)**

Project Critical Success Factors
<p>The following items are indicators that must be measured on a continuous basis in order to measure our success.</p> <ul style="list-style-type: none"> <li>• Number of clients seen.</li> <li>• Additional services offered</li> <li>• Dental revenues.</li> <li>• Customer satisfaction survey.</li> </ul>

**Project Duration Estimates**

Project Milestone	Date Estimate	Confidence Level
Project Start Date	3/1/05	Medium
Milestone 1	6/1/05	Low
Milestone 2	9/1/05	Medium
Milestone 3	3/1/05	High

**APPROVALS**

Prepared By \_\_\_\_\_  
 Project Author

Approved By *Nick Nijman* \_\_\_\_\_  
 Project Manager

*David M. [Signature]* \_\_\_\_\_  
 Program Manager

*[Signature]* \_\_\_\_\_  
 Administrator

**SEMINOLE TENANT HEALTH DEPARTMENT AND COMMUNITY SERVICES LEASE**

**THIS LEASE** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE GREATER CONSTRUCTION CORPORATION**, whose address is 1033 S.R. 436, Suite 121, Casselberry, Florida 32707, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "TENANT".

**W I T N E S S E T H**

**WHEREAS**, the LANDLORD is the owner of a certain building known as the Greater Market Place II, located at 132 Sausolito Boulevard, Casselberry, Florida; and

**WHEREAS**, the TENANT is desirous of leasing space at 132 Sausolito Boulevard for use as offices for the Seminole County Health Department and Community Services,

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

1. The previous Lease between the parties for this property is hereby terminated.

2. **LEASED PREMISES.** The LANDLORD does hereby grant to the TENANT and the TENANT does hereby accept from the LANDLORD the exclusive use and occupancy of 9,372 square feet on the first floor of the building located at 132 Sausolito Boulevard, Casselberry, Florida 32707. The Leased Premises shall consist of that space more particularly described in Exhibit "A" attached herein. It is

understood by the parties that the square footage and the specifications as contained in Exhibit "A" are approximate. Prior to commencement of this Lease, the parties shall conduct a field verification of the site and shall finalize the exact square footage and floor plan at that time.

**3. TERM.** The term of this Lease shall commence on March 1, 2005, and shall run for a term of five (5) years, unless sooner terminated as hereinafter provided. This Lease, at the sole option of the TENANT, may be renewed upon the same terms and conditions for three (3) successive periods of one (1) year each.

**4. RENTAL.**

(a) The TENANT shall pay rent to the LANDLORD for said premises described in Section 1 hereof at an initial annual rate of THIRTEEN AND 25/100 DOLLARS (\$13.25) per square foot for the first year of the Lease term, payable on or before the first (1<sup>st</sup>) days of each calendar month for that calendar month in equal monthly installments.

(b) The rent shall be increased annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date, which is defined as the first day of the month following the date of occupancy. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%) as follows:

Year 1 - \$13.25 PSF = \$10,348.25 per month  
Year 2 - \$13.65 PSF = \$10,658.70 per month  
Year 3 - \$14.06 PSF = \$10,978.46 per month  
Year 4 - \$14.48 PSF = \$11,307.81 per month  
Year 5 - \$14.91 PSF = \$11,647.05 per month  
Renewal Option 1 - \$15.36 PSF = \$11,996.46 per month  
Renewal Option 2 - \$15.82 PSF = \$12,356.35 per month  
Renewal Option 3 - \$16.30 PSF = \$12,727.04 per month

**5. UTILITIES, JANITORIAL SERVICE, REPAIR AND MAINTENANCE.** The LANDLORD shall, at its expense, during the term of this Lease, furnish the TENANT at the leased areas the following:

(a) Repairs and maintenance to the exterior of the building, including outside walls, roof, windows, and foundations, and the maintenance and repair of the interior, including lights, plumbing, HVAC maintenance, electrical wiring, outlets, wall and floor surface, (excluding paint), windows, roofs, and doors (original buildout only, not including tenant's improvements), unless such repair can be demonstrated as being necessary due to TENANT negligence.

(b) Pest control.

(c) Trash removal.

The TENANT shall be solely responsible for the costs of all janitorial services, utilities, including electric, water and sewer.

**6. POSSESSION.**

(a) Delivery of possession within the meaning of this Lease shall be accomplished by LANDLORD's delivery to TENANT of the keys to the Leased Premises. Said Leased Premises shall be delivered to TENANT in a condition that is in good order, repair, safe, clean, and tenable immediately upon TENANT taking possession of the Leased Premises. TENANT shall take possession of the Leased Premises AS IS.

(b) LANDLORD agrees that upon the date of delivery of possession to the TENANT, the Leased Premises shall be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would prohibit TENANT from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, TENANT shall conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in the LANDLORD's construction.

**7. REMODELING PRIVILEGES.** After occupancy of the premises by the TENANT, the LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense in the Leased Premises; providing, however, that TENANT shall make no structural change which will impair the structural integrity of the premises without the prior written consent of LANDLORD. The TENANT agrees to submit to the LANDLORD, prior to commencement of any remodeling, drawings of all modifications for the LANDLORD's review and approval. Such approval of the LANDLORD shall not be unreasonably withheld.

**8. USE OF LEASED PREMISES.** TENANT shall have the exclusive use of the Leased Premises for the Seminole County Department of Health and Community Services and such other County offices as may be necessary. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Casselberry. It shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance of said building, or increase the hazard of risk, and it shall not permit any nuisance of the Leased Premises.

9. **QUIET POSSESSION.** The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease.

10. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The TENANT shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the LANDLORD.

(b) All rights, obligations, and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties.

11. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** The TENANT shall have the right to move and install on the Leased Premises equipment, fixtures, and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the LANDLORD shall remain in the property of the LANDLORD and shall not be removed by the TENANT. All equipment and property placed by the TENANT at its own expense in, on, or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the TENANT and the TENANT shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property, and fixtures.

**12. FIRE CLAUSE.**

(a) LANDLORD covenants and agrees that it will carry during the term of this Lease fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the TENANT may determine, the LANDLORD may rebuild or repair such damaged or destroyed portions and the obligation of the TENANT to pay rent hereunder shall abate as to the damaged or destroyed portions during the time they shall be untenable. In the event the LANDLORD elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(b) LANDLORD shall not be liable to TENANT for any damage by fire or other peril, whether or not included in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect), no matter how caused, it being understood that the TENANT will look solely to its insurer for reimbursement.

**13. LIABILITY INSURANCE.** The TENANT shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the TENANT of the Leased Premises, excepting adjacent sidewalks and alleys, and the LANDLORD shall not be liable for any such claims. The LANDLORD may maintain

its own protection against such claims arising out of its ownership of the premises.

**14. HOLD HARMLESS.** Each party shall hold the other harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of said party's, its agents', or employees' negligence or fault.

**15. TERMINATION.**

(a) This Lease may be terminated by TENANT at any time during the initial five (5) year term, for cause, upon ninety (90) days' notice to the LANDLORD.

(b) "For cause" shall be defined as the LANDLORD's breach of any term of this Lease or failure of the Seminole County Commission in any fixed year of the initial term to appropriate funds sufficient to meet the TENANT's obligation hereunder.

(c) At any time during the renewal periods subsequent to the initial five (5) year term, the TENANT reserves the right to terminate this Lease, with or without cause, upon ninety (90) days' notice to the LANDLORD.

**16. SURRENDER OF POSSESSION.** The TENANT agrees to deliver up and surrender to the LANDLORD possession of the Leased Premises at the expiration or termination of this Lease in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

17. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the LANDLORD or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

18. **AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

19. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the TENANT shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein.

20. **ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Lease, the parties agree to exhaust TENANT ADR procedures prior to filing suit or otherwise pursuing legal remedies. TENANT ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Lease and ADR procedures therefore are set forth in Section 220.106, "Contract Claims," Seminole County Code.

(b) LANDLORD agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the TENANT ADR procedures set forth in subsection (a) above of which the LANDLORD had knowledge and failed to present during the TENANT ADR procedures.

(c) In the event that TENANT ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

(d) In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**21. CONFLICT OF INTEREST.**

(a) The LANDLORD agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the TENANT or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

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

(c) Pursuant to Section 216.347, Florida Statutes, the LANDLORD hereby agrees that monies received from the TENANT pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

22. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For LANDLORD:**

The Greater Construction Corporation  
1033 S.R. 436, Suite 121  
Casselberry, FL 32707

**For TENANT:**

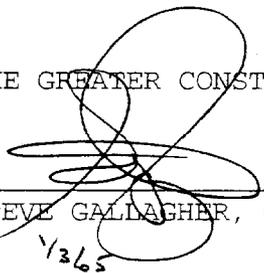
Seminole County Support Services  
200 W. County Home Rd.  
Sanford, FL 32773-6179

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands as of the date written below:

Cheryl Reiff  
Witness  
Waisy Apard  
Witness

THE GREATER CONSTRUCTION CORPORATION

By:   
STEVE GALLAGHER, CFO

Date: 1/3/65

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

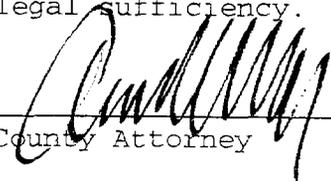
By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

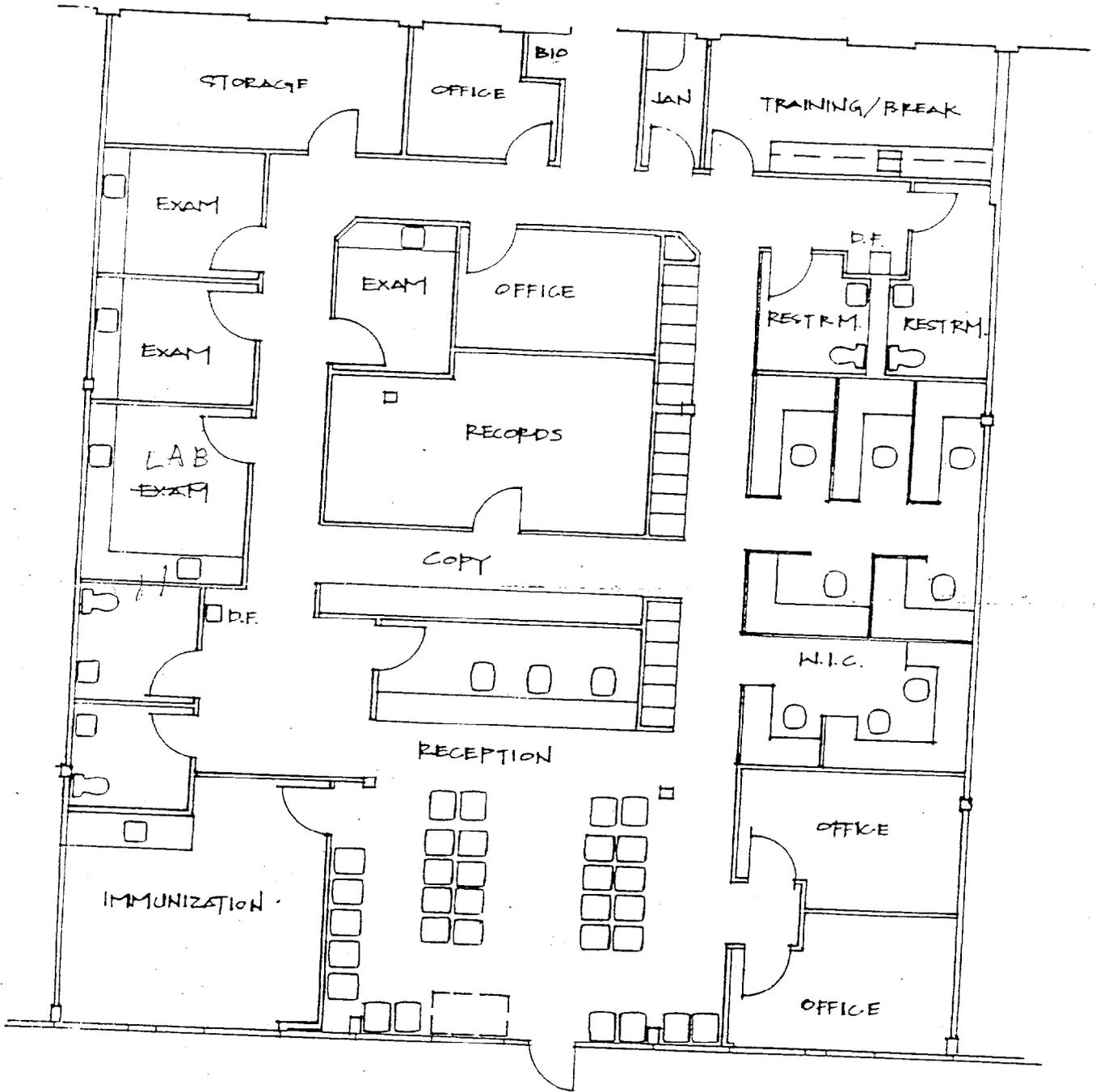
As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
  
County Attorney

AEC/lpk  
12/1/04 12/8/04 12/23/04  
health dept lease

Attachment:  
Exhibit "A" - Property description



GODDINGS PLAZA II  
 GREATER CONSTRUCTION SUITE 132, 140 & 143

INTERPLAN  
 8.5.98

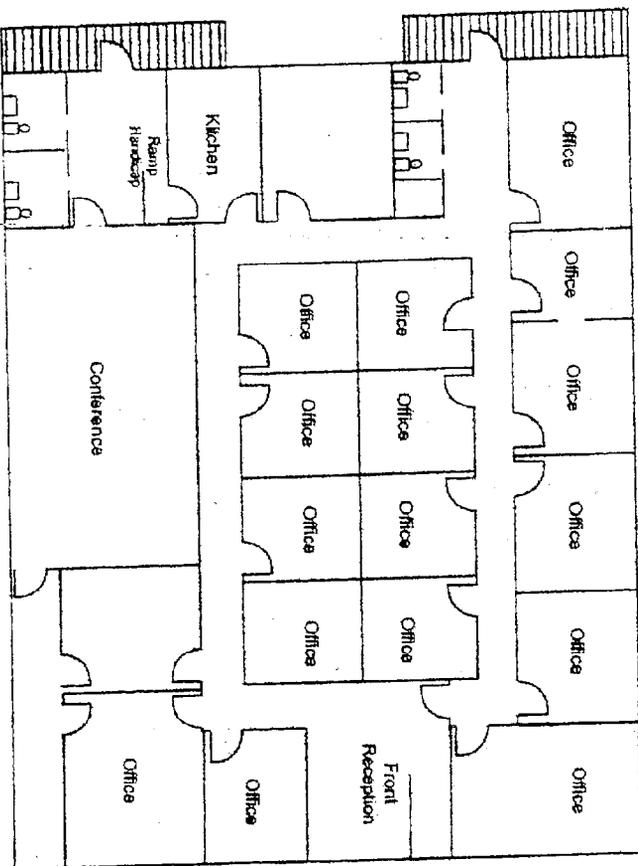
**Current Lease Space**

Exhibit A

# Floor Plan -- 5,172 SF Greater Marketplace II

108 SAUSALITO BLVD.  
CASSELBERRY, FL 32707

State Road 436 Frontage



Proposed Additional Lease Space

## GREATER LEASING

THE OFFICE CONNECTION

Cheryl Reiff, Leasing & Property Manager  
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cheryl@greaterleasing.com