

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** State of Florida Department of Law Enforcement Lease Agreement

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

**AUTHORIZED BY:** Jamie Croteau **CONTACT:** Angi Thompson **EXT.** 5250

<b>Agenda Date</b> <u>7/22/02</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" 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 the Chairman to execute the Lease Agreement between the State of Florida Department of Law Enforcement and Seminole County.

**BACKGROUND:**

On January 26, 1999, the BCC approved a lease between the State of Florida Department of Law Enforcement (FDLE) and Seminole County for space on the 3<sup>rd</sup> floor of the Sheriff's Office and Public Safety Complex to be used as a secondary computer data storage site. The lease agreement expires on November 30, 2003.

FDLE is seeking another lease agreement for the same space. The term of the lease is from December 1, 2003 through November 30, 2008. There are options for two (2) additional one (1) year terms. The annual lease sum is \$12,000. Lease payments will be allocated to the General Fund.

The Sheriff's Office is in agreement with the new lease.

District 5, Commissioner McLain

Reviewed by:
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CASS01</u>

**LEASE AGREEMENT**  
**STATE OF FLORIDA DEPARTMENT OF LAW ENFORCEMENT**  
**SECONDARY COMPUTER DATA STORAGE SITE**

**THIS LEASE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD" and the **SEMINOLE COUNTY SHERIFF'S OFFICE**, whose address is 100 Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as "SHERIFF" and the **STATE OF FLORIDA, DEPARTMENT OF LAW ENFORCEMENT**, whose address is 2331 Phillips Road, Tallahassee, Florida 32308, 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 Seminole County Sheriff's Office and Public Safety Complex located at 100 Bush Boulevard, Sanford, Florida 32773; and

**WHEREAS**, the Board of County Commissioners has the authority under Section 125.35, Florida Statutes to lease real property for the particular use it deems to be the highest and best; and

**WHEREAS**, the space sought for lease under this Lease Agreement is currently part of the offices used by the SHERIFF; and

**WHEREAS**, the location of the TENANT'S secondary computer data storage site within the SHERIFF'S operational facility will facilitate the data communication and cooperative efforts between the SHERIFF and the TENANT; AND

**WHEREAS**, the Board of County Commissioners has determined the granting of such rights and privileges to the TENANT as are outlined under this Lease Agreement constitutes a County purpose,

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES.** Upon payment of the rent as hereinafter set forth and the continued payment thereof as herein provided, the LANDLORD hereby leases and demises the following described premises situate in the County of Seminole, State of Florida, to wit:

Six hundred (600) square feet on the 3<sup>rd</sup> floor of the Seminole County Sheriff's Office and Public Safety Complex located at 100 Bush Boulevard, Sanford, Florida 32773, as more particularly described on Exhibit "A" attached hereto and incorporated herein.

2. **TERM.** The term of this Lease Agreement is from December 1, 2003 through November 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein. Upon mutual agreement of the parties this Lease Agreement may be extended for two (2) additional one (1) year terms.

3. **RENTAL.** TENANT shall pay LANDLORD as rent for the leased premises the annual sum of TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00) payable without demand and without setoff or deduction, except as expressly provided herein, in equal monthly installments of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) each beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) calendar month after execution of this Lease Agreement.

**4. PAYMENTS.** When due, payments required under the term of this Lease Agreement shall be sent by the TENANT to:

Seminole County Finance Department  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772-8080

**5. EFFECT OF DEFAULT IN RENT AND OTHER PAYMENTS.** If TENANT defaults in the payment of any installment of rent hereunder, such installment shall bear interest at the rate of ten percent (10%) per annum from the date it is due until actually paid. In like manner, all other obligations, benefits, and monies which may become due to LANDLORD from TENANT under the terms hereof, or which are paid by LANDLORD because of TENANT'S default hereunder, shall bear interest at a rate of ten percent (10%) per annum from the due date until paid, or in the case of sums paid by LANDLORD because of TENANT'S default hereunder from the date such payments are made by LANDLORD until the date LANDLORD is reimbursed by TENANT therefore.

**6. HANDICAPPED STANDARDS AND ALTERATIONS.**

(a) LANDLORD agrees that the demised premises now conform, or that prior to TENANT'S occupancy said premises shall at LANDLORD'S expense be brought into conformance with the requirements of Florida Americans with Disabilities Accessibility Implementation Act, Section 553.513, Florida Statutes, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CRF Part 35 and Appendix to Section 26 CFR Part 1991, known as the "Americans with Disabilities Act of 1990" by the United States Architectural and Transportation Barriers Compliance Board.

(b) That the TENANT shall have the right to make any alterations in and to the demised premises during the term of this Lease Agreement upon first having obtained the written consent thereto of the LANDLORD. The LANDLORD shall not capriciously withhold the consent to any such alterations.

7. **PURPOSE.** The purpose of this Lease Agreement is to permit TENANT to use as a secondary computer data storage site the demised premises.

8. **USE OF LEASED PREMISES.** TENANT shall have the exclusive use of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of this Lease Agreement. 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 or the State of Florida, or the ordinances of Seminole County or of the City of Sanford; it shall not use or keep any substance or material in or about the demised premises which may vitiate or endanger the validity of the insurance on the said building or increase the hazard of risk, and it shall not permit any nuisance on the demises 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 Agreement.

10. **UTILITIES AND LIGHTING.**

(a) LANDLORD shall provide and pay for all utilities including lights, gas, electrical current, water and sewers used anywhere in,

on, or about the demised premises and shall pay the charges made therefore by the suppliers thereof promptly when due.

(b) LANDLORD certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: ten feet (10') candles in halls and corridors, thirty feet (30') candles in other public areas, fifty feet (50" candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

**11. ASSIGNED AND SUBLETTING.** The TENANT shall not assign or sublet the Leased Premises or any part thereof without first obtaining the written consent of the LANDLORD.

**12. LIABILITIES AND RESPONSIBILITIES OF THE PARTIES.**

(a) Each party to this Lease Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Lease Agreement of that party and the officers, employees, and agents thereof. The TENANT insurance coverage shall be as provided under Chapter 284, Part II of the Florida Statutes with proof thereof to be provided to the LANDLORD upon request.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the LANDLORD and the TENANT beyond the waiver provided for in Section 768.28, Florida Statutes. The waiver of a provision herein by either party shall not

constitute the further waiver of said provision or the waiver of any other provision.

**13. MAINTENANCE AND REPAIRS.**

(a) The LANDLORD shall provide for interior maintenance and repairs in accordance with generally accepted good practices including repainting, the replacement of worn or damaged floor covering and during the term of this Lease Agreement, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this Lease Agreement, reasonable wear and tear excepted.

(b) The LANDLORD shall maintain and keep in repair the exterior of the demised premises during the term of this Lease Agreement and shall be responsible for the replacement of all windows broken or damaged in the demised premises except such breakage or damage caused to the exterior of the demised premises by the TENANT, its officers, agents, or employees.

(c) The LANDLORD shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this Lease Agreement and any renewal periods.

**14. HEATING, AIR CONDITIONING, AND JANITOR SERVICES.**

(a) The LANDLORD agrees to furnish to the TENANT heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the Lease Agreement at the expense of the LANDLORD.

(b) The LANDLORD agrees to maintain thermostats in the demised premises at sixty-eight degrees Fahrenheit (68°F) during the heat season and at seventy-eight degrees Fahrenheit (78°F) during the cool season; and certifies that the chilled water system therein have been calibrated to permit the most efficient operation.

(c) The LANDLORD agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the Lease Agreement at the expense of the LANDLORD.

(d) All services required above shall be provided during the TENANT'S normal working hours which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding State holidays.

**15. FIRE AND OTHER HAZARDS.**

(a) In the event that the demised premises or the major part hereof are destroyed by fire, lightning, storm, or other casualty, the LANDLORD at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the LANDLORD will immediately refund the pro rata part of any rentals paid in advance by the TENANT as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.

(b) The LANDLORD shall provide for fire protection during the term of this Lease Agreement in accordance with the fire safety standards of the State Fire Marshall. The LANDLORD shall be responsible for maintenance and repair of all fire protection



equipment necessary to conform to the requirement of the State Fire Marshal. The LANDLORD agrees that the demised premises shall be available for inspection by the State Fire Marshall prior to occupancy by the TENANT and at any reasonable time thereafter.

(c) The LANDLORD certifies that no asbestos was used in the construction of the demised premises or that, if asbestos was used actions have been completed to correct the hazards caused by the use of asbestos.

(d) The LANDLORD certifies that if any radon is present, it is at a measurement level less than four (4) PCI/I.

**16. TAXES, FIRE INSURANCE AND COMMISSIONS.**

(a) LANDLORD shall pay all real estate taxes and fire insurance premiums on the demised premises. LANDLORD shall not be liable to carry fire insurance on the person or property of the TENANT or any other person or property which may now or hereafter be placed in the demised premises.

(b) LANDLORD agrees, covenants, certifies, and warrants to TENANT that no portion of the rent payable pursuant to this Lease Agreement is at an increased rate above the rate of the building based on or attributable to any commission or fee which is paid or is payable by LANDLORD as the result of LANDLORD'S having utilized or contracted for the services of any real estate broker, salesman, agent, or firm in any aspect of LANDLORD'S dealings or any dealings involving the leasing of the demised premises to TENANT.

17. **AVAILABILITY OF FUNDS.** The State of Florida's performance and obligation to pay under this Lease Agreement is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

18. **CANCELLATION AND TERMINATION.** This Lease Agreement may be cancelled or terminated by either party at any time with or without cause upon not less than thirty (30) days written notice deliverable to the other party or at the option of the LANDLORD immediately in the event any of the terms, covenants, or agreements of this Lease Agreement have been violated.

19. **DELIVERY OF POSSESSION.** If LANDLORD shall be unable for any reason whatsoever to deliver possession of the leased premises on the commencement date of the term hereof, it shall not be liable to the TENANT for any damage caused thereby, nor shall this Lease Agreement thereby become void or voidable, nor shall the term hereof in any be extended, but in such event TENANT shall not be liable for any rent herein reserved until such time as LANDLORD can and does deliver possession.

20. **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 Agreement in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease Agreement, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

21. **REMOVAL OF PROPERTY.** TENANT shall without demands therefore and at its own cost and expense and prior to expiration or

sooner termination of the term hereof or of any extended term hereof remove all property belonging to it and all alterations, additions, or improvements, and fixtures which by the terms hereof TENANT is permitted to remove, repair all damage to the leased premises caused by such removal, and restore the leased premises to the condition it was in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by TENANT and may be retained or disposed of by LANDLORD.

**22. ACCEPTANCE OF PREMISES BY TENANT.** The taking of possession of the said leased premises by the TENANT shall be conclusive evidence as against the evidence as against the TENANT that said premises were in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted.

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

**24. 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 Agreement 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 Agreement.

**25. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or

certified United States mail with return receipt requested and sent to:

**For LANDLORD:**

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

**For TENANT:**

BSP / Office of General Services  
FDLE / Jacksonville Regional Operations Center  
921 E. North Davis St.  
Jacksonville, FL 32209

26. **DEFAULT.** Either party to this Lease Agreement in the event of act of default by the other, shall have all remedies available to it under the laws of the State of Florida; provided, however, the provisions, terms, or conditions of this Lease Agreement shall not be construed as a consent of the State of Florida to be sued because of said Leasehold.

27. **APPLICABLE LAW.** This Lease Agreement shall be construed under and in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF LAW ENFORCEMENT

\_\_\_\_\_

By: \_\_\_\_\_  
Agency Head

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

ATTEST:

SEMINOLE COUNTY SHERIFF

\_\_\_\_\_

By: \_\_\_\_\_  
DONALD F. ESLINGER

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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

AC/lpk  
6/12/03  
lease-fdle at so

Attachment:

Exhibit "A" - Sketch of Leased Premises

