

AGREEMENT BETWEEN  
FLORIDA DEPARTMENT OF EDUCATION  
DIVISION OF BLIND SERVICES  
AND  
LEE COUNTY

This Agreement, between the Department of Education/Division of Blind Services, hereinafter Grantee, and Lee County, a political subdivision of the State of Florida, 1500 Monroe Street, Fort Myers, Florida 33901 hereinafter Grantor, shall take effect on December 15, 2018, or when signed by both parties, whichever is later, and shall continue for a period of five years. This Agreement may be renewed for five additional one year renewals upon the mutual written agreement of both parties.

1. Grantor permits Grantee to occupy space within its premises as described in Exhibit "A," hereinafter the Premises, to provide vending services.
2. Grantor agrees to provide approximately 400 square feet within the Premises accessible to employees and visitors to accommodate the operation of the vending machines.
3. The terms of this Agreement are supplemental to the Lease Agreement entered into on December 18, 2018, which is attached hereto as Exhibit "B" and the corresponding list of locations and equipment relevant to the leased space, attached hereto as Exhibit "C," both of which are incorporated by reference, subject to amendment. To the extent that there is any conflict between the terms of this Agreement, the Lease Agreement, and/or Exhibit C, the order of precedence shall be as follows: 1. Lease Agreement 2. Exhibit "C" 3. this Agreement.
4. Grantor agrees that Grantee has the exclusive right to sell cold drinks and water, along with snacks, pastries, candy, chips, crackers, food, frozen food, and gum/mints through vending machines on the Premises to employees and visitors.
5. Grantor agrees to supply electricity, plumbing, lighting, heating, and air conditioning as the Grantee's services reasonably require.
6. Grantee and Grantor agree that prices charged for snacks and drinks shall not exceed retail prices prevailing in comparable circumstances in the local community. A general list of vending products and prices will be established and approved by the date this Agreement is fully executed. Those prices and products will remain standard for a period of one year and will be reviewed by Grantor and Grantee's licensed blind vendor annually for the purpose of necessary price increases or decreases to vended products. Any change in the price of the vended products must be mutually agreed to by the parties in writing.
7. Grantor acknowledges that the Grantee agrees to place in the facility a suitable agent, a licensed blind vendor, who may be replaced over time by another blind vendor. He or she may employ assistants as may be necessary to carry on this business in a satisfactory manner, and to meet every requirement for quality of merchandise and proper service. The vendor will be an independent contractor. Neither the vendor nor the vendor's employees shall be considered employees of the Grantor or of the Grantee. The Grantor shall have no liability for any injury sustained to the vendor or the vendor's employees, except injury caused by the negligence of the Grantor. The Grantee shall incorporate this Agreement into its contracts with the vendors and shall require the vendors to abide by and comply with all terms of this Agreement. Grantee's executed contracts with vendors must be provided to Grantor prior to vendor commencing performance.
8. The Grantor agrees to timely report misconduct or mismanagement by the vendor. The Grantee agrees to

promptly investigate all such reports and to take such appropriate action or actions as its findings justify and authority permits. The Grantor shall have the right to direct Grantee to remove and replace the vendor or the vendor's employee, with cause.

9. If circumstances are such that no blind vendor is available to service the location, the Grantee reserves the right to assign a private company to service the vending machines until a suitable blind vendor is available, for a period not to exceed six months. This would only occur if a blind vendor was not available immediately and would only serve as a temporary measure so as to not interrupt services. It is the intent of the Grantee to have a blind vendor service the location which would be consistent with its mission.

10. The Grantee agrees that equipment provided will be suitable for the vending services in the space provided by the Grantor, and that the vending machines will be adequately stocked at all times with suitable products, and that equipment will be maintained in normal working order. Grantor will assure that Grantee's vendor will have access to the facility during normal Lee County work hours to service the vending machines.

11. The vendor shall have the exclusive right to the proceeds derived from its vending operations, minus Florida lease tax from vending machines.

12. The Grantee agrees to designate in writing a contract manager to act on its behalf in all matters pertaining to this Agreement.

13. The Grantee will remove immediately any vendor, or cause any vendor to remove one of its employees, who is unsuitable or unsatisfactory to carry on the service.

14. The Grantee agrees that the Grantor shall have no liability for any loss of property of the Grantee, except such loss as may be caused by the negligence of the Grantor. Any loss caused by the negligence of Grantor shall be subject to Section 768.28, Florida Statutes, as may be amended from time to time.

15. The Grantee shall ensure that the vendor shall at all times under this Agreement carry general liability insurance, in an amount not less than \$1,000,000, and shall certify such insurance to the Grantor, naming Grantor as the certificate holder and as an additional insured. Insurance policies shall be written through insurers qualified to do business in Florida. To the extent multiple insurance coverage and/or Grantor's self-insured retention may apply, any and all insurance coverage purchased by Grantee and any of its subcontractors/vendors identifying the Grantor as an additional named insured shall be primary. If the vendor's insurance lapses, vendor shall be liable for any and all uncovered sum caused by the lapse.

16. The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the Parties to be sued by any third party for any cause or matter arising out of or related to this Agreement. This section shall survive the termination of this Agreement.

17. At the Grantor's sole discretion, the Grantor may terminate this Agreement for a failure of the Grantee to deliver the contracted service. The Grantor may terminate this Agreement for cause, if after informing the Grantee of any of the referenced failures, the Grantee fails to correct them in a timely manner. The Grantor shall supply Grantee with 60-days' written notice of its intent to terminate and stating the reasons for the termination. After receiving Grantor's notice, or if Grantee determines it will terminate the Agreement after it has provided 60-days' written notice, the Grantee will arrange to have all of its equipment removed from the Premises. Furthermore, either party may terminate this Agreement for its convenience at any time upon

providing 60 days' written notice to the other party, with or without cause.

18. Grantee must ensure that its vendor, at its vendor's expense, conducts a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the Grantor or who will have access to Grantor's computer systems, either through on-site or remote access. The minimum background check process for all vendor personnel shall include, but not be limited to, the following checks:

1. Social Security Number (SSN) validation and address history
2. State criminal and sex offender registry search
3. National Crime Information Center search
4. FBI fingerprint check using Integrated Automated Fingerprint Identification System
5. County Felony and Misdemeanor
6. National Sexual Offender Registry Search

The background check must be conducted prior to initial access by vendor personnel. The vendor shall provide proof of a satisfactory background check to the Lee County Director of Procurement Management prior to assignment of any vendor personnel. The Grantor retains the right to reject assignment of any vendor personnel based on the results of a background check.

Vendor personnel, who separate from employment by the vendor for any reason whatsoever, and for any length of time, must undergo another background check prior to renewed access to the Grantor's property. Background checks must be repeated not less than every five (5) years. At the Grantor's discretion, background checks for vendor personnel holding sensitive positions (e.g., working with or around children, or within high-security areas) may be required more frequently. The Grantor shall have the ability to audit the vendor's background check process to ensure compliance with County standards, at any time. Additionally, all vendor personnel have the responsibility to self-disclose any misdemeanor or felony convictions that occur while assigned to the Grantor within three (3) business days of the conviction or upon return to a Grantor assignment. The conviction must be reported to the Grantee, who shall then notify the Lee County Director of Procurement Management.

If at any time it is discovered that any vendor personnel has a criminal record that includes a felony or misdemeanor, the vendor is required to inform the Grantor and the Grantor will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether that vendor employee will be placed or remain on a Grantor assignment. The Grantor may withhold consent at its sole discretion. Failure of the vendor to comply with the terms of this paragraph may result in the termination of Grantee's Agreement with the Grantor.

All of Grantee's employees, vendors, agents, contractors, or subcontractors who will enter the Courthouse and perform services must fill out the NCIC Background Check Form attached hereto as Exhibit "D," furnish an electronic (via Microsoft Word document) of the form to Court Administration Security at [ksynder@ca.cjis20.org](mailto:ksynder@ca.cjis20.org), and receive approval from Court Administration Security to enter the premises. It is the Grantee's responsibility to ensure that its vendors comply with all of the requirements of this Article 18.

19. This Agreement is to be construed in accordance with the laws of the State of Florida and the United States of America. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle

District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. Unless otherwise agreed in writing, Grantee shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

20. The Grantor's contact person under this Agreement is: Kathy Ciccarelli, Procurement Analyst, Telephone Number: (239) 533-8881. The Grantee's Contract Manager under this Agreement is: William Findley, Bureau Chief, Division of Blind Services, Turlington Building, 325 West Gaines Street, Suite 1114, Tallahassee, FL 32399-0400, Tel. 850-245-0343.

21. Except as set forth herein, all remedies, rights and obligations contained in this Agreement shall be cumulative and none of them shall limit or preclude any remedy or right available under this Agreement or at law or in equity.

22. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, F.S., provides a broad definition of public records. As such, documents related to this Agreement are public records accessible as provided by Section 119.07, F.S., unless exempt by law. Grantee specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- a. keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- b. upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- d. meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Grantee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [publicrecords@leegov.com](mailto:publicrecords@leegov.com) <http://www.leegov.com/publicrecords>.**

23. This Agreement constitutes the entire understanding between the Grantor and the Grantee in respect to the subject matter thereof and supersedes any and all other agreements, written or oral, such as may exist with respect to the subject matter herein. No amendment, modification or waiver of the terms of this Agreement shall be binding unless reduced to writing and signed by both Parties.

24. The Grantee shall grant access to all records pertaining to the Agreement to the Department of Education Inspector General, General Counsel, and other representatives, the State Auditor General, the Office

of Program Policy and Government Accountability, and the State Chief Financial Officer. The Grantor and Grantee shall permit onsite access visits by designated Department of Education employees or agents to conduct audits to ensure compliance with Section 20.055, F.S.

25. In the event any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.

26. Florida statutes require the following two statements be included in all agreements involving the lease of space to the State.

**Availability of Funds**

Pursuant to Section 255.2502, Florida Statutes, Grantor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**Right to Terminate**

Grantee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Grantee for occupancy, and upon the giving six (6) months advance written notice to Grantor by Certified Mail, Return Receipt Requested


27. The Grantor and the Grantee waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Agreement is their joint product. The Grantor and the Grantee agree that they have had their respective attorneys review and approve this Agreement or that they have had the opportunity to do so.

28. The performance of the Grantor and the Grantee under this Agreement is subject to the principles of force majeure.

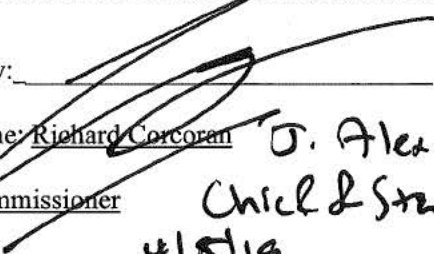
[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the day and year below stated.

WITNESS:

Signed By:   
Print Name: Suzanne Fidgeon

Florida Department of Education Bureau of Business Enterprise for and on behalf of the Division of Blind Services

Signed By:   
Print Name: Richard Corcoran  
Title: Commissioner  
Date: 4/18/19

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY:   
Christine Brady, Assistant County Manager,  
on behalf of the Board of County Commissioners

DATE: 4/23/2019

APPROVED AS TO FORM FOR THE RELIANCE OF LEE  
COUNTY ONLY:

BY:   
OFFICE OF THE COUNTY ATTORNEY

### Exhibit A

<b>LOCATION: Lee County</b>	<b>Snack</b>	<b>Drink</b>	<b>Other</b>
Public Works 1500 Monroe St. 1 <sup>st</sup> Floor		1	
Public Works 3 <sup>rd</sup> Floor	1	1	
Utilities, 5180 Tice St.		1	
Constitutional Complex-Lobby 2480 Thompson ST.	1	1	
Human SVCS. 2440 Thompson St.	1	1	
Gov. Bldg. 1039 SE 9 <sup>th</sup> Place Cape Coral	1	1	
Admin. Bldg. 2115 2 <sup>nd</sup> St.	1	1	
Admin Bldg. East 2201 2 <sup>nd</sup> St	1	1	1- drink in the dock area
City/County Annex 1825 Hendry St.	1	2	
Bonita Tax Collector 25987 S. Tamiami Trail Bonita Springs		1	
Tax Collector 15680 Pineridge		1	
Tax Collector 15201 Cleveland		1	
Rosa Parks Bus Station 2250 W. Widman Way	1	2	
Lee Tran Maintenance	1	1	1-Combo – Refrigerated and frozen foods
Lee Tran Staff Lounge	1	1	1-Combo – Refrigerated and frozen foods
Justice Annex 2000 Main St 210A	1	1	
Courthouse Dining Area 2120 Main St	1	1	1 Hot drink and 1 Food Machine
<b>Total</b>	13	21	1 Drink Machine 1 Hot Drink Machine 2 Combo 1 Food Machine

## Exhibit B

### LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("*Lease*"), entered into this 18<sup>th</sup> day of December 2018, between, **LEE COUNTY**, acting by and through the Board of County Commissioners for Lee County, a political subdivision and charter county of the State of Florida, hereinafter called the "**COUNTY**" and Florida Department of Education, Bureau of Business Enterprise, for and on behalf of the Division of Blind Services, collectively the foregoing are hereinafter called the "**LESSEE**". (Collectively, the foregoing are referred to as the "*Parties*.")

#### WITNESSETH:

That the COUNTY, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the LESSEE, has demised and leased to the LESSEE, for the term and under the conditions hereinafter set out herein, those certain premises in Lee County, Florida, in the Lee County Justice Center, 1700 Monroe Street, Second Floor, Fort Myers 33901 ("*Justice Center*"), which will constitute an aggregate area of 245 square feet of usable space, along with wall space adjacent and near the leased space for the placement of Micro Market equipment within the Justice Center, as more clearly shown in attached Exhibit "A" (the "*Leased Premises*"). LESSEE will have reasonable use and access in common with others entitled to use common areas of the Justice Center, excluding parking.

#### I. TERM AND RENT

1. The term of this Lease will take effect on December 15, 2018, or when signed by both Parties, whichever is later (the "*Commencement Date*"), with the term ending (unless terminated sooner as provided herein) after five (5) years from the Commencement Date.
2. The COUNTY hereby leases to the LESSEE and the LESSEE hereby leases from the COUNTY the above-described Leased Premises for the term set out in this Lease. The LESSEE agrees to pay the COUNTY the sum of \$1.00 per year (the "*Rent*") plus applicable sales taxes, on the first day of the month for the initial term described in Article I of this lease. Thereafter, on, or in advance of each anniversary of the Rent Commencement Date, the LESSEE will pay to the COUNTY the Rent, plus applicable sales tax, and without prior demand or notice therefore, and without any deduction, recoupment, set off or counterclaim. The Rent will be paid to the COUNTY at: **1500 Monroe Street, Fourth Floor, Attention: Fiscal Pool, Ft. Myers, FL 33901.**

#### II. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The COUNTY agrees to furnish to the LESSEE a climate-controlled area at all times for the Leased Premises during the term of the Lease at the sole expense of the COUNTY.
2. The LESSEE will provide, at their own expense, janitorial services for the Leased Premises during the term of the Lease. In addition, LESSEE will be responsible to straighten up the cafeteria area (the "*Cafeteria*") as shown on attached Exhibit "A", and remove debris left by their patrons.



LESSEE will be responsible for placing the trash and removed debris into the dumpster provided by COUNTY.

### **III. LIGHT/OUTLET FIXTURES**

1. The COUNTY agrees to install in the Leased Premises, up to six (6) additional electrical outlets for the use of the LESSEE's Micro Market equipment.
2. The COUNTY will be responsible for replacement of all bulbs, lamps, tubes and starters used in the light fixtures for the purpose of furnishing sufficient light to the LESSEE.

### **IV. MAINTENANCE AND REPAIRS**

1. The COUNTY will maintain and keep in repair the interior and exterior of the Leased Premises during the term of this Lease and will be responsible for the replacement of all windows broken or damaged in the Leased Premises, except where such breakage or damage is caused to the Leased Premises by the LESSEE, its officers or agents.
2. The LESSEE will provide for maintenance, repairs, and/or replacement of any personal interior equipment (i.e. personal furniture, computers, copiers, equipment, personal artwork, etc.) during the term of this Lease.

### **V. UTILITIES**

1. Unless otherwise indicated, the COUNTY will bear the full cost of electrical service, water service, dumpster pickup, sewer service, pest control service and fire extinguisher service used by the LESSEE. LESSEE will bear the full cost of telephone services and data/cable services, to the Leased Premises, at its own expense. Services for specialty equipment, other than vending machines, must be pre-approved for installation and use by the COUNTY. The COUNTY will not unreasonably withhold such approval.

### **VI. ADA STANDARDS AND ALTERATIONS**

1. The COUNTY agrees that the Leased Premises now conform, or that prior to LESSEE's occupancy, the Leased Premises will, at COUNTY's expense, be brought into conformance with the requirements of §§255.21 and 255.211, Florida Statutes, and ADA requirements, as they may be revised from time to time.
2. The LESSEE will not have the right to make any alterations in and to the Leased Premises during the term of this Lease. If LESSEE requires an alteration within the Leased Premises, LESSEE must first send a written request to the Department of County Lands. Upon review of the request, the COUNTY will determine if the request for alteration is suitable for the space. All work will be performed and/or supervised by the COUNTY. LESSEE will bear the cost of the alteration unless otherwise noted.

## **VII. LIABILITY PROVISIONS**

1. The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor will anything herein be construed as consent by the Parties to be sued by any third party for any cause or matter arising out of or related to this Lease.
2. LESSEE also waives any claim against COUNTY for damages relating to its occupancy of the Leased Premises from any cause whatsoever including, but not limited to, burglary, theft, utility outages, force majeure, or any other damage.
3. LESSEE may furnish the Leased Premises at its own expense. No furniture from the common areas of the Justice Center will be removed. COUNTY will not be liable for any repairs or damages to LESSEE's furniture, fixtures or equipment.

## **VIII. FIRE AND OTHER HAZARDS**

1. In the event that the Lease Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty caused by no fault or negligence of the LESSEE, the COUNTY at its option may forthwith repair the damage to the Leased Premises at its own cost and expense.
2. Should the Leased Premises be damaged or rendered unsuitable for occupancy due to the negligence of the LESSEE, its officers, agents or invitees during the term of this Lease then the COUNTY, at its option, may forthwith repair the damage to the Leased Premises, and LESSEE will bear the cost of the repair.
3. The COUNTY will provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshall. The COUNTY will be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The LESSEE agrees that the Leased Premises will be available for inspection by the State Fire Marshall upon presentation at the Leased Premises, upon request, or at any time during the normal business hours of the COUNTY.

## **IX. EXPIRATION OF TERM**

1. At the expiration of the term of this Lease, the LESSEE will peacefully yield up the Leased Premises in good and clean condition. It is understood and agreed between the Parties that the LESSEE will have the right to remove from the Lease Premises, all personal property of the LESSEE and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Leased Premises by it, provided the LESSEE restores the Leased Premises to as good a state of condition as they were prior to the removal.

#### **X. WAIVER OF DEFAULTS**

1. The waiver of any breach of this Lease by either Party will not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

#### **XI. RIGHT OF COUNTY TO INSPECT**

1. The COUNTY may, at reasonable times, enter into and upon the Leased Premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this Lease; however, the COUNTY may enter into and upon the Leased Premises at any time for emergency service or repair of any building utility or system.

#### **XII. BREACH OF COVENANT**

1. These presents are made upon the condition that, except as provided in this Lease, if the LESSEE neglects or fails to perform or observe any covenant herein contained, which on the LESSEE's part is to be performed, and such default will continue for a period of ten (10) business days after written notice thereof from the COUNTY to the LESSEE, then the COUNTY may lawfully and immediately, or at any time thereafter, without further notice or demand, enter into and upon the Leased Premises, or any part thereof, and repossess the same as of their former estate and expel the LESSEE and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise will terminate but without prejudice to any remedy which might otherwise be used by the COUNTY for arrears of rent or for any breach of the LESSEE's covenants herein contained.

#### **XIII. TAXES, INSURANCE, AND COMMISSIONS**

1. COUNTY will pay all real estate taxes and fire insurance premiums on the Leased Premises. LESSEE will not be required to carry fire insurance on the Leased Premises, or property of the COUNTY, or any other personal property of COUNTY, which may now or thereafter be placed on the Leased Premises. The COUNTY will not be liable for damages or theft to the personal property or fixtures belonging to the LESSEE, which are located on the Leased Premises.
2. The LESSEE will ensure that its vendor will purchase and maintain Commercial General Liability insurance in the amount of \$500,000 Per Person, \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Per Occurrence Property Damage, or \$1,000,000 Per Occurrence Combined Single Limit of Bodily Injury and Property Damage. Coverage will include Contractual Liability as pertaining to this contract with insurers approved by the County Risk Manager.
3. The LESSEE, through the above-mentioned vendor, must also furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The COUNTY agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's own coverage being excess.
4. The LESSEE agrees that these insurance requirements will not relieve or limit LESSEE's liability and that the COUNTY does not in any way represent that the insurance required is sufficient or

adequate to protect the LESSEE's interest or liabilities, but are merely minimums.

#### **XIV. USE OF LEASED PREMISES**

1. The Leased Premises are publicly owned property and leased to LESSEE for use as a Micro Market area with an open-rack display of items for purchase with a self-checkout kiosk. No member of the public will be arbitrarily prohibited or denied reasonable access to the Leased Premises during normal business hours open to the public.
2. The LESSEE will continuously and uninterruptedly use, occupy, operate and conduct business in the Leased Premises in such a manner as to help establish and maintain a good reputation for the whole building complex of which the Leased Premises forms a part.
3. The LESSEE may not voluntarily, involuntarily or by operation of law, assign, or in any manner or otherwise encumber, this Lease, or sublet the Leased Premises, or any part thereof, or permit the use of the same by anyone other than the LESSEE, without the prior written approval of the COUNTY.
4. The LESSEE acknowledges that it is liable and responsible for the performance of all LESSEE's obligations under this Lease and that the COUNTY is entitled, at the COUNTY's discretion, to the faithful performance of all such obligations.
5. The LESSEE will abide by all reasonable directions and requirements of the COUNTY and will keep and abide by all laws, ordinances, rules and regulations of all government bodies and their respective regulatory agencies having jurisdiction over both the Leased Premises and the overall facility within which the Leased Premises are located. The LESSEE further agrees that it will not use the Leased Premises, or permit the same to be used, for any unlawful, immoral, obnoxious or offensive business or practice.
6. The LESSEE will not make or suffer any unlawful, improper or offensive use of the Leased Premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City of Fort Myers, as applicable, or the County in which the Leased Premises are located, now or hereinafter made, as may be applicable to the LESSEE. The LESSEE must provide the COUNTY with current copies of any operational license or permit obtained for food preparation, sales or distribution.
7. COUNTY may remodel, modify, redesign the Lease Premises, including the Cafeteria, as it deems necessary, with 30 days' prior written notice to LESSEE.

#### **XV. BACKGROUND CHECKS**

1. All of LESSEE's employees, vendors, agents, contractors, or subcontractors who will enter the Justice Center and perform services must complete the NCIC Background Check Form attached hereto as Exhibit "B," along with a copy of a current State of Florida driver's license or current State of Florida identification card and submit same electronically to the Lee County Representative, and receive approval from the court administration security to enter the premises.

It is the LESSEE's responsibility to ensure that it complies with all of the requirements.

2. In addition to the above, LESSEE is required to provide a Crime Information Background Check for its employees, vendors, agents, contractors, or subcontractors by the Florida Department of Law Enforcement at the following address:

Florida Department of Law Enforcement  
P.O. Box 1489  
Tallahassee, FL 32302

This must include at a minimum validation of social security number and address, state criminal and sex offender registry search, national crime information center search, fingerprint check, county felony and misdemeanor check, national sexual offender registry. The COUNTY reserves the right to request additional information it deems appropriate. A copy of the background check from the Florida Department of Law Enforcement must be provided to Lee County's Representative within a thirty (30) day period but must be provided to the Lee County's Representative before the employee will be allowed to work in the Justice Center.

3. The LESSEE will be required to perform background checks on all employees, vendors, agents, contractors, or subcontractors that will be working in the Justice Center. The results of the background checks will be provided to the Lee County Representative within thirty (30) days of signing of the Lease but must be provided to the Lee County Representative before the personnel will be allowed to work in the Justice Center. The COUNTY retains the right to reject assignment of any personnel based on the results of a background check.
4. Background checks on any new personnel must be performed immediately during the term of the Lease and provided to the Lee County Representative before the employee will be allowed to work in the Justice Center. LESSEE personnel, who separate from employment for any reason whatsoever, and for any length of time, must undergo another background check prior to renewed access to the COUNTY's property. Background checks must be repeated not less than every five (5) years. At the COUNTY's discretion, background checks may be required more frequently. The COUNTY shall have the ability to audit the LESSEE's background check process to ensure compliance with County standards, at any time. Additionally, all personnel have the responsibility to self-disclose any misdemeanor or felony convictions that occur within three (3) business days of the conviction or upon return to the Justice Center. The conviction must be reported to the Lee County Representative. Any charges incurred for these background checks are the sole responsibility of the LESSEE.
5. Access keys or cards will be issued to the LESSEE. The LESSEE will be responsible for any fee for the loss of any keys, cards, or the cost of changing of locks as the result of any loss of keys or cards. The sole decision regarding the need for changing any lock(s) rests with the COUNTY. The LESSEE will be responsible for its employees, vendors, agents, contractors, or subcontractors who will enter the Justice Center for acting in accordance with security guidelines, during entering, exiting, cleaning, etc.
6. Failure of the LESSER to comply at all times with the security check procedure may result in the

immediate termination of this Lease.

#### **XVI. RIGHT TO TERMINATE**

1. Provided that the LESSEE is not in default under the terms of this Lease, if LESSEE desires to terminate this Lease, it may do so by giving COUNTY written notice of such intent not less than thirty (30) days prior to the termination date. In the event of a termination of this Lease by the LESSEE, then LESSEE will not remove any of its goods or property from the Leased Premises other than in the normal course of its business without first having paid all rentals and other charges due or assessed against it.
2. LESSEE will correct any violation of the requirements of this Lease within ten (10) business days written notice of same from COUNTY.
3. Notwithstanding the foregoing or as otherwise contained in this Lease, the COUNTY may in all events revoke the Lease at any time for any reason or purpose by giving the LESSEE thirty (30) days written notice.

#### **XVII. NOTICES AND INVOICES**

1. Every notice, approval, consent or other communication authorized or required by this Lease will not be effective unless same is in writing and sent postage prepaid by United States Certified Mail, Return Receipt Requested, directed to the other Party at its address provided for below or such address as either Party may designate by notice given from time to time in accordance with this section.

<b>If to the COUNTY:</b> Lee County Department of County Lands ATTN: Robert Clemens, Director PO Box 398 Fort Myers, FL 33902-0398  Phone – 239-533-8747	<b>If to the LESSEE:</b> Division of Blind Services ATTN: William Findley, Bureau Chief 325 West Gaines Street, Suite 1114 Tallahassee, FL 32399-0400  Phone 850-245-0343
<b>As to Section XV:</b> Lee County Department of Procurement Management ATTN: Mary G. Tucker, Director 1500 Monroe Street, 4 <sup>th</sup> Floor Fort Myers, FL 33901  Phone – 239-533-8881	<b>As to Section XV:</b> Administrative Office of the Courts 20th Judicial Circuit of Florida ATTN: <i>Jeff Torain</i> , Director of Court Security/Trial Court Security Coordinator 1700 Monroe Street Fort Myers, Florida 39901  Phone: 239-533-1525

#### **XVIII. DEFINITION OF TERMS**

1. The terms "Lease", "Lease Agreement", or "Agreement" will be inclusive of each other and will also include any renewals, extensions or modifications of this Lease.
2. The terms "COUNTY" and "LESSEE" will include the respective heirs, successors and assigns for the Parties hereto.
3. The singular will include the plural and the plural will include the singular whenever the context so requires or permits.

#### **XIX. WRITTEN AGREEMENT**

1. This Lease contains the entire agreement between the parties hereto and it may only be modified in writing, with the approval of the Board of County Commissioners and the LESSEE.

#### **XX. OWNERSHIP**

1. COUNTY covenants and warrants that it is the owner(s) of the property that is the subject of this Lease, and, as such is lawfully seized and possessed of the said described real property within which the Leased Premises are located, has good and lawful right, power and sufficient interest to convey a leasehold in same, and that the Leased Premises is free from any other leases or encumbrances that would otherwise interfere with the direct relationship between COUNTY and LESSEE herein.

#### **XXI. BUILDING SECURITY**

1. In all events and circumstances, the COUNTY, including its agents and representatives, reserves the right to install, alter and maintain security measures and access means to the building within which the Leased Premises are located.

**(End of provisions – Signature pages follow.)**

IN WITNESS WHEREOF, the COUNTY and LESSEE have caused this Lease to be executed by their respective and duly authorized officers, intending to be bound as of the day and year first written above.

**LESSEE:**

**WITNESSES:**

Florida Department of Education  
Bureau of Business Enterprise for and on  
behalf of the Division of Blind Services

By: *Pam Stewart*  
Pam Stewart, Commissioner

Date: 12/11/18

*Gail Davis*  
Witness  
Printed Name: Gail Davis

*Melita Batten*  
Witness  
Printed Name: Melita Batten

Approved and accepted for and on behalf of Lee County, Florida, this 18<sup>th</sup> day of December, 2018.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *Joyce Townsend*  
Deputy Clerk  
Joyce Townsend  
[Type or print name]  
Deputy Clerk

BY: *Bill Finner*  
Vice-Chair  
for Larry Kiker  
[Type or print name]  
Chair / Vice-Chair



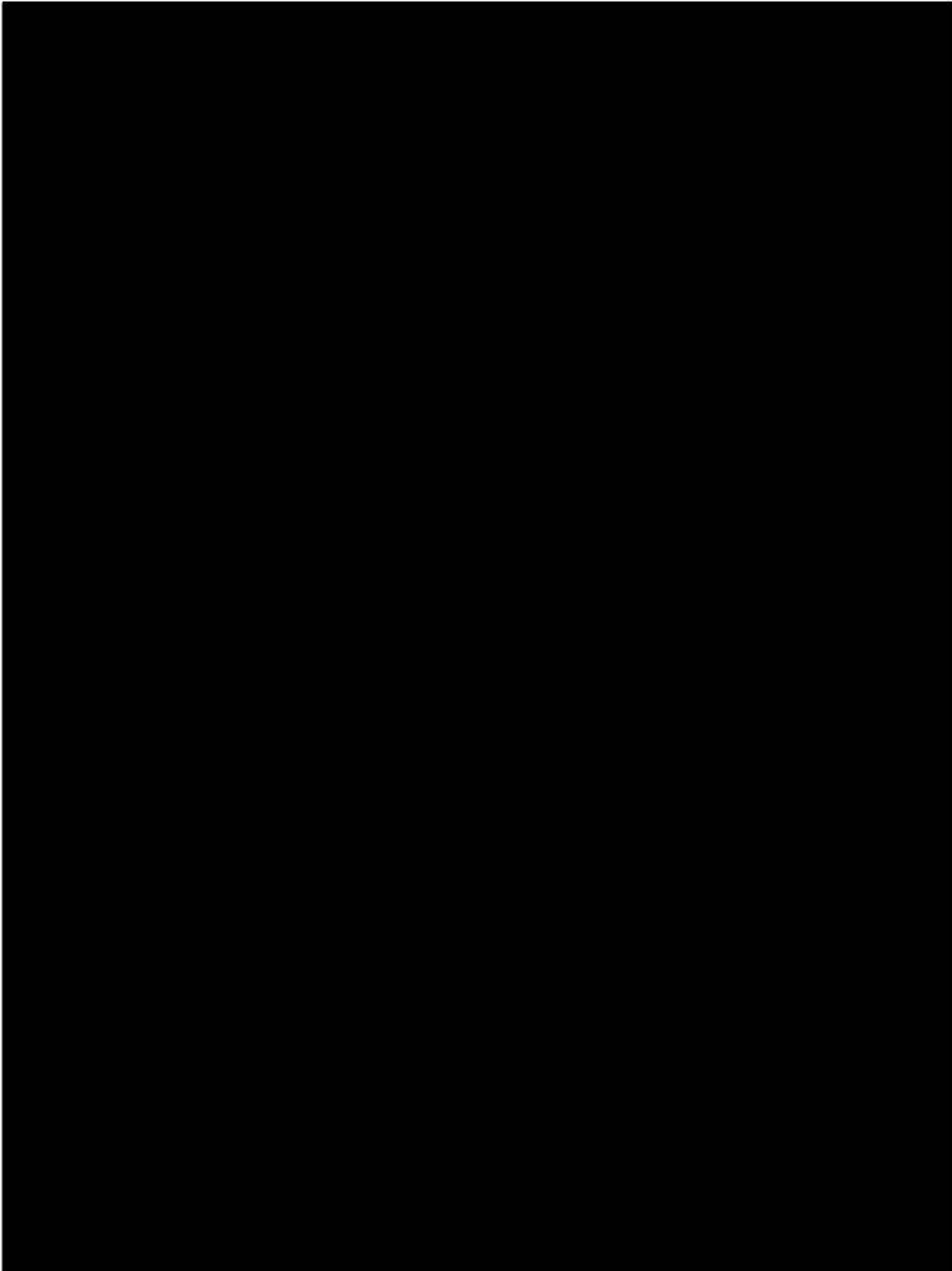
APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

*John Kiker*  
Office of the County Attorney

S:\POOL\LEASES - BLDGS\48 - Services of the Blind\2018 Vending Lease Agreement 11.29.18.docx (111318/1105)



**EXHIBIT "A"**  
**LESSEE SPACE**



**EXHIBIT B**

**NCIC/FCIC CHECK REQUEST  
FORM**

ADMINISTRATIVE OFFICE OF THE COURTS  
TWENTIETH JUDICIAL CIRCUIT

**PERSONAL  
INFORMATION:**

Please TYPE:

<b>NAME:</b>		<b>MAIDEN &amp; AKA NAME(s):</b>
<b>DATE OF BIRTH:</b>	<b>FEID/SOCIAL SECURITY NO:</b>	
<b>DRIVERS LICENSE NO:</b>	<b>STATE OF:</b>	
<b>EXP DATE:</b>		
<b>RACE:</b>	<b>SEX: MALE FEMALE</b>	
<b>ADDRESS:</b>		
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP:</b>
<b>HOME PHONE:</b>	<b>WORK PHONE:</b>	
<b>CELLULAR:</b>	<b>PAGER:</b>	
<b>FAX:</b>	<b>E-MAIL:</b>	

<b>COMMENTS</b>	
Above Information Submitted by:	Phone Number:
On (Date)	Forwarded for NCIC/Warrants check on:
Return To:	

<b>NCIC/ WARRANTS CHECK RESULTS:</b>	<b>DATED:</b>
<b>CHECKED BY:</b>	<b>RECEIVED:</b>

**BADGE DESCRIPTION:**

Please TYPE:

INTERPRETER (Type of Language)	
TEMPORARY WORKER (Place of Business)	
EMPLOYEE	
APPLICANT	
OTHER (Specify)	

Created MAR 1998 by /ocs  
Revised: May 2009  
Printed: 12/6/2018

**NOTE: Highlighted Areas of Personal Information Section MUST be Completely Filled in.**

### Exhibit C

LOCATION: Lee County Courthouse	EQUIPMENT
Dining Area	1 Double Door Display Cooler
Dining Area	1 Single Door Display Cooler
Dining Area	1 Single Door Display Freezer
Dining Area	2 Merchandise Display Shelves
Dining Area	1 Condiment Counter with Storage Cabinets Underneath (Microwaves will be placed on this as well)
Dining Area	3 Microwave Ovens
Dining Area	1 Kiosk for making purchases
Dining Area	1 Countertop Coffee Machine
Dining Area	1 Coffee Cabinet with Storage
Dining Area	1 Security System (Includes video surveillance cameras and monitors)
Office/Storage	1 Refrigerator
Office/Storage	1 Freezer
Office/Storage	2 – Five Foot High Metal Storage Shelves

# NCIC/FCIC CHECK REQUEST FORM

**PERSONAL INFORMATION:**

NAME:		MAIDEN & AKA NAME(s):	
DATE OF BIRTH:		FEID/SOCIAL SECURITY NO:	
DRIVERS LICENSE NO:		STATE OF:	
EXP DATE:			
RACE:		SEX: MALE FEMALE	
ADDRESS:			
CITY:		STATE:	ZIP:
HOME PHONE:		WORK PHONE:	
CELLULAR:		PAGER:	
FAX:		E-MAIL:	

[illegible]

Above Information Submitted by:	Phone Number:
On: (Date)	Forwarded for NCIC/Warrants check on:
Return To:	

NCIC/ WARRANTS CHECK RESULTS:	DATED:
CHECKED BY:	RECEIVED:

INTERPRETER (Type of Language)	
TEMPORARY WORKER (Place of Business)	
EMPLOYEE	
APPLICANT	
OTHER (Specify)	

**NOTE: Highlighted Areas of Personal Information Section MUST be Completely Filled in.**