## MONTHLY RENTAL AGREEMENT

This Monthly Rental Agreement is entered into between NASSAU GENERAL HOSPITAL, hereinafter called "Lessor", and the COUNTY OF NASSAU, hereinafter called "Lessee", in and for the benefit of the HRS Nassau County Public Health Unit.

Witnesseth: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor for use as a place of business those premises described and located at 1015 South 14th Street, Fernandina Beach, Florida for a tenancy from month-to-month commencing on the first day of April, 1994, and at a monthly rental of Five Hundred Fifty Eight Dollars (\$558.00) per month, payable monthly in advance. The following terms and conditions apply:

- 1. The Lessee may use the facility for the Environmental Health Division of the County Public Health Unit, which will provide various permitting, inspection and other services to citizens and visitors of Nassau County.
- 2. Staffing of the facility shall be within the sole discretion of the Lessee.
- 3. All equipment, vehicles, and expenses incidental to the operation of the facility shall be at the sole expense of the Lessee.
- 4. Lessor shall be responsible for providing water and garbage services. Lessee shall be responsible for electricity services.
- 5. Lessee shall keep and maintain the premises in a clean and sanitary condition. Lessee shall be responsible for damages caused by their negligence and that of their employees. Lessee shall be responsible for all maintenance and repair of the facility. Lessee may make minor habitability improvements, such as paint, paper or other redecorations at Lessee expense.
- 6. Lessee shall not make major alterations to the premises without the prior written consent of Lessor. Lessee in making the above mentioned alterations is hereby granted permission to modify the premises to comply with the Americans with Disabilities Act in providing facilities for the physically disabled.
- 7. To the extent provided by law governing local government liability, the Lessee shall be liable, and agrees to be liable for all claims, suits, judgments or damages arising from the negligence or omissions of the Lessee resulting from its use of the property for any and all purposes during the term of this lease.

- In the event that the premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor 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.
- Lessee shall not sublet nor make any other arrangements for leasing the premises without prior written consent of the Lessor.
- Lessor may enter into and upon the premises at reasonable hours for the purposes of inspection and, whenever necessary, to make repairs as required by the terms of this lease. Lessee hereby grants permission to Lessor to show the premises to prospective purchasers, mortgagees, tenants, workmen or contractors at reasonable hours of the day and at anytime in emergency situation to protect the property or its inhabitants.
- 11. This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than thirty (30) days prior notice in writing.
- 12. Lessee agrees to quit and deliver up said premises at the end of the term set forth in as good condition as when received, ordinary wear and tear and damage by the elements excepted.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed as of the \_llth\_ day of \_\_\_\_\_, 1994.

FOR NASSAU GENERAL HOSPITAL (Lessor):

FOR THE COUNTY OF NASSAU (Lessee):

Rodney R. Dorsette Interim Administrator Nassau General Hospital

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John A. Crawford, Chairman Board of County Commissioners

Massau County, FL

Approved as to form by the Nassau

County Attorney



INFO:

John Crawford, Chairman Board of County Commissioners Nassau County, Florida Post Office Box 1010 Fernandina Beach, FL 32035-1010

Dear Mr. Crawford:

I advised you that the Board of Trustees of Nassau General Hospital approved my request to lease the office building at 1015 South 14th Street and that the monthly rental would be \$558. Subsequently, I received a draft monthly rental agreement and submitted this to HRS District Four for review.

I have been advised that the proposed rental must be approved by the State Department of General Services and must include a detailed analysis of space needs. This is a lengthy process that could extend beyond the anticipated sale of Nassau General Hospital and transfer of the property to Nassau County. This would preclude early occupancy by our Environmental Health Division.

Therefore, I request that the Board of County Commissioners enter into a monthly rental agreement with Nassau General Hospital in and for the benefit of HRS Nassau County Public Health Unit. It is requested that the effective date of the agreement be April 1, 1994. It is also requested that the County Finance Department remit the monthly rental amount to Nassau General Hospital and invoice HRS Nassau County Public Health Unit for reimbursement.

Precedence for this arrangement occurred in October 1990 when Nassau County entered into a lease agreement with Procacci Financial Group, Ltd. for general office space located at 1303 Jasmine Street.

Sincerely,

Eugenia J. Ngo-Seidel, M.D.

Acting Medical Director

ENS/JAP