

RESOLUTION NO. 97- 40

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE WITH THE STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE .

WHEREAS, the Florida Department of Juvenile Justice (the "Department") is an Agency of the State of Florida seeking to lease certain real property in St. Johns County, which lands are presently owned by St. Johns County, a political subdivision of the State of Florida, for the purpose of constructing and operating a 52 bed (approximate) Juvenile Detention Facility; and

WHEREAS, St. Johns County Resolution No. 96-178 authorized the County Administrator to negotiate a Lease with the Department on behalf of the Board for such purposes to be submitted to the Board for its consideration.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

The County Administrator is authorized to execute a Lease with the State of Florida Department of Juvenile Justice in a form substantially as that attached and incorporated herein by reference as Exhibit A.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 11 day of March, 1997.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: 
Deputy Clerk

LEASE AGREEMENT

This lease is made and entered into between the State of Florida, Department of Juvenile Justice, hereinafter referred to as "LESSEE" and St. Johns County, a political subdivision in the State of Florida after referred to as "LESSOR." The effective date of this lease shall be the date of the last signature.

WITNESSETH:

WHEREAS, the LESSOR hereby represents and warrants that the LESSOR is the owner in fee simple absolute of the Leased Site subject to covenants, conditions restrictions, easements and other matters of record and is herewith providing a copy of the deed of record exhibiting fee simple title along with a current certified survey of the parcel containing the Leased Site.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, LESSOR leases the Leased Site to LESSEE subject to the following terms and conditions:

1. DESCRIPTION OF SITE: The property subject to this Lease, is situated in the County of St. Johns particularly described in Exhibit A attached hereto and hereinafter referred to as the "Leased Site".

2. TERM: The term of this Lease shall be for a period of fifty (50) years, commencing on the last signature date of this Lease Agreement unless sooner terminated pursuant to the provisions contained within this Lease Agreement. The LESSOR hereby Leases to the LESSEE and the LESSEE hereby leases from the LESSOR the above described Leased Site for the term set out in this Lease and the LESSEE agrees to pay the LESSOR the sum of One Dollar (\$1.00) per year which amount shall be rendered to the LESSOR in one payment of \$50.00 upon submission of this lease to the County for acceptance. Further, LESSOR herewith offers the LESSEE the right

to renew the term of this Lease Agreement for a period of fifty (50) additional years at the end of the initial fifty (50) year term, under the same conditions contained within this Lease Agreement.

3. PURPOSE: LESSEE shall manage the Leased Site only for the establishment and operation of a Juvenile Justice Facility along with other related uses necessary for the accomplishment of this purpose. LESSEE may contract with a qualified Operator to run the juvenile justice program on the Leased Site. Said Operator may, upon written authorization from the LESSEE, act as LESSEE's agent for the purpose of enforcing the terms of this Lease.

4. QUIET ENJOYMENT AND RIGHT OF USE: LESSOR warrants that it is seized of the Leased Site in fee simple absolute and has full right to enter into this Lease. LESSEE shall have the right of ingress and egress to, from, and upon the Leased Site for all purposes necessary to the full quiet enjoyment by said LESSEE or LESSEE's Operators, of the rights conveyed herein subject to all applicable easements, restrictions, and federal, state and County land use restrictions, statutes, regulations, rules, ordinances and resolutions.

5. DELIVERY AND POSSESSION: Upon the execution of this Lease, the LESSOR shall deliver possession of the Leased Site to the LESSEE subject to easement restrictions and licenses of record.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the Leased Site or any use thereof not in conformance with this Lease. The LESSEE shall not permit the Leased Site to be used or occupied in any manner which will violate any laws or regulations local, state or federal.

7. RIGHT OF INSPECTION: LESSOR or its duly authorized agents shall have the right from time to time with reasonable advance notice to the LESSEE and OPERATOR to inspect the Leased Site and the works and operations thereon of LESSEE, in any matter pertaining to this Lease.

8. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain adequate fire and extended risk insurance coverage for any improvements or structures located on the Leased Site in amounts not less than the full insurable replacement value of such improvements by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form immediately upon erection of any structures.

9. LIABILITY: Both LESSOR and LESSEE are agencies of the State of Florida, or political subdivisions thereof, as defined in Section 768.28, Florida Statutes (1995). LESSEE shall be responsible for any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease for any personal injury, loss of life, environmental, and/or damage to property sustained in or about the leased premises by reason or as a result of the negligence or tortious conduct of its agents, employees, licensees, and invitees in the manner provided in Section 768.28, Florida Statutes (1995). Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes (1995), as amended from time to time, or any other law providing limitations on claims.

10. EASEMENTS AND LAND USE RESTRICTIONS, REGULATIONS, RULES, ORDINANCES, AND RESOLUTIONS: This lease is subject to all existing licenses, easements and government land use restrictions, regulations, rules ordinances and resolutions. LESSEE granting any and all licenses or easements applicable to the leased site including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any licenses or

easements not approved in writing by LESSOR shall be void and without legal effect. In order to provide for the more orderly development of the Leased Site, it may be necessary, desirable, or required that right-of-way, street, utility lines and easements or licenses or similar rights be granted over or within portions of said Leased Site. LESSOR shall, upon request of LESSEE with reasonable conditions, join with LESSEE in executing and delivering such documents throughout the term of this Lease, as may be appropriate, necessary or required by any governmental agencies, public utilities, and companies for this purpose. LESSOR shall not unreasonably withhold its written approval for any such license, easement or utility and all expenses of such actions will be borne by the LESSEE. LESSEE additionally will be responsible for the utilities being turned off, but not removed, at the surrender of the Leased Site.

11. LAND DEVELOPMENT REGULATIONS: LESSEE is responsible for and will take all necessary efforts to obtain any subdivision Leased Site plan(s), environmental audits, land development or permits, ordering or approvals on or for the Leased Site, or any part thereof with which LESSEE may be required to comply. LESSOR agrees to reasonably assist the LESSEE in the creation and execution of such documents, petitions, applications and authorizations as may be appropriate or required to submit the Leased Site, or any part thereof, for the purpose of obtaining such approvals. Such assistance may include joint application to County land use authorities for necessary County land use approvals. If for any reason easements, land development regulations or environmental issues cause this Leased Site to be unusable for the LESSEE's intended purpose, as noted herein, this Lease may be terminated by the LESSEE or the LESSOR. Prior to such termination, the LESSEE shall comply with all site surrender, restoration and environmental remediation requirements of this Lease.

11.1 The LESSEE accepts the Leased Site knowing it is currently zoned "Open Rural" as described and regulated in the St. Johns County Zoning Code, and that an "exception" approval as required by that Code may be necessary for the intended use of this Leased Site. If an "exception" is not approved as requested by the Code, this Lease may be terminated. LESSOR shall upon such termination, return any rental payment, if any, by LESSEE to LESSEE.

12. EXPENSES: Unless expressly agreed to herein, expenses for obtaining approvals, plans, permits or other forms of authorization necessary to establish and operate a Juvenile Justice Facility shall be borne solely by LESSEE. LESSOR shall be without expense unless otherwise agreed to herein.

13. SUBLEASES AND ASSIGNMENT: The LESSEE, upon obtaining the written consent of the LESSOR, which written consent shall not unreasonably be withheld, shall have the right to sublet all or any part of the Leased Site, or to assign all or any part of the Leased Site, for a Juvenile Detention Center or ancillary purposes.

14. SURRENDER OF LEASED SITE: Upon expiration, cancellation, or termination of this Lease, LESSEE shall surrender the Leased Site, to LESSOR in substantially the same condition at the time of LESSEE' first occupancy, or convey to LESSOR all buildings and permanent structures for nominal consideration, at option of LESSOR. In the event LESSEE determines no further use of the Leased Site or any part thereof is needed, LESSEE shall give written notification to the LESSOR at least six (6) months prior to the release of any or all of the Leased Site or termination of this Lease.

15. DUPLICATE ORIGINALS: This lease is executed in duplicate originals each of which shall be considered an original for all purposes.

16. PLACEMENT, REMOVABLE, AND OWNERSHIP OF IMPROVEMENTS: All buildings, improvements, signs and fixtures, shall be constructed at the expense of LESSEE and shall remain the property of the LESSEE, through the term of the Lease. LESSEE shall have the right at any time during LESSEE'S occupancy of the Leased Site to remove any equipment or buildings owned in, on or under the Leased Site acquired by LESSEE. LESSEE is prohibited from selling, assigning, or otherwise encumbering any real property or fixtures, including all permanent or moveable structures, on the Leased Site except as specifically allowed in this Agreement.

17. CONSTRUCTION BY LESSEE AND GENERAL CONDITIONS: LESSEE shall have the right, at any time during the term of this Lease, to erect, maintain, alter, remodel, reconstruct, rebuild, and replace buildings and other improvements on the Leased Site that are reasonably related to Juvenile Justice Center use, and to correct and change the contour of the Leased Site, subject to the following conditions:

17.1 LESSEE shall submit plans for buildings and other improvements to LESSOR for site plan, drainage, tree removal, landscape and architectural for review and approval by the County prior to implementation, which said approvals will not be unreasonably withheld.

17.2 The cost and any fees related to any such construction, reconstruction, demolition, or of any change, alteration, or improvements shall be borne and paid for by LESSEE.

17.3 The Leased Site shall at all times be kept free from mechanics' and materialmen's liens relating to LESSEE's construction on the Leased Site.

17.4 LESSOR shall be notified thirty (30) days prior to the time of commencement of construction of any buildings on the Leased Site.

17.5 Notwithstanding any other provision of this Lease Agreement, the LESSEE commits to commence construction on a full service Juvenile Justice Facility, with a minimum of 50 bed capacity, within thirty-six (36) months of the first effective date of this Lease and complete construction and obtain a certificate of occupancy therefore within sixty (60) months of said effective date. Failure of LESSEE to meet these dates shall terminate this Lease unless the LESSOR has agreed in writing to an extension of such time limits. Upon such termination of LESSEE, all provisions herein regarding to LESSEE's obligation to return the Leased Site to LESSOR in accordance with Section 14 of this Agreement. Furthermore, if the LESSEE fails to operate a Juvenile Justice Facility on the Leased Site, with a minimum of 50 beds, for more than a continuous twenty-four (24) month period, after such facility is first made operational, this Lease shall terminate and the Leased Site shall revert back to the LESSOR. In such case, LESSEE shall fully comply with Section 14 of this Agreement.

18. WASTE, HAZARDOUS MATERIALS AND ENVIRONMENTAL DAMAGE: This Lease is subject to LESSEE's acceptance and approval upon evaluation of a level one environmental audit which may be obtained by the LESSEE at its expense. If no such audit is completed within one hundred twenty (120) days of the date of this Lease or the date of notice from LESSOR to LESSEE of the appropriate zoning requirements for a Department of Juvenile Justice facility, or this provision shall be null and void.

18.1 During the term of this Lease, LESSEE shall comply with all applicable laws and regulations regarding waste and hazardous materials affecting the Leased Site, breach of which might result in penalty on the LESSOR or forfeiture of the LESSOR's title to the Leased Site. LESSEE shall not do, or suffer to be done, in, on or upon the Leased Site or as affecting the Leased

Site, any act which may result in damage or depreciation of value to the Leased Site or any part thereof due to the release of waste or hazardous materials on the Leased Site. If at any time during the term of this Lease, any hazardous materials are released on the Leased Site in quantities greater than allowed to be present under local, state or federal law, LESSEE, at its sole expense, will promptly take whatever clean-up or abatement actions are necessary to return the property to its original condition and shall bear any sanctions, if any, imposed by any regulatory agency with jurisdiction to enforce such laws or regulations.

18.2 LESSOR agrees that the lease of the property hereunder will not relieve the LESSOR of any legal liability for the environmental condition of the property prior to the execution of this Lease and shall not be construed to limit the LESSOR's legal liability under any local, state or federal environmental law regulating waste and hazardous materials located on the property prior to the execution of this Lease, nor shall this Lease impose any of the LESSOR's existing legal liability for environmental cleanup on the LESSEE, its successors or assigns. However, if at any time during the term of this Lease any hazardous materials are deposited or released on the Leased Site, LESSEE will promptly take whatever clean-up or abatement actions required bylaw at its expense and will return the Leased Site to its condition at the time of beginning of the Lease. If during the term of this Lease, or extension thereof, any hazardous or toxic materials are discovered on the Leased Site in quantities greater than that allowed to be present under Florida Law, which materials are found to have not been released or departed on the leased site during the term of the Lease, LESSOR will cause action to be taken as required by law in regards to such contamination. If such contamination is such that will not allow continued use of the site as a Juvenile Facility, then the LESSOR will have the option of preparing the site to allow for such use within a reasonable time or terminating the

Lease. This section shall not be construed to impose any additional liability beyond that imposed by law upon LESSOR for costs of any clean up or abatement actions, if the conditions requiring said clean up or abatement are attributable to the use of the property by LESSEE, its agents or assigns or any other entity other than LESSOR.

18.3 Nothing in this section should be construed as a waiver by LESSOR or LESSEE of any claim against third persons or parties responsible for any costs of environmental damage and clean up on the Leased Site during the term of this Lease Agreement.

19. MAINTENANCE, REPAIRS AND DESTRUCTION OF IMPROVEMENTS:

LESSEE, throughout the term of this Lease, without any expense to the LESSOR, shall keep and maintain the Leased Site, including any buildings and improvements thereon, in good, sanitary and neat order, condition and repair. Such maintenance and repair shall include, but not be limited to, painting, janitorial, fixtures and appurtenances, landscaping of grounds within the Leased Site as well as buildings and improvements on the Leased Site. Such repair may also include structural repair, if deemed necessary by the LESSEE. LESSEE shall also comply and abide by all Federal, State, Municipal and other Governmental Statutes, ordinances, applicable to the Leased Site.

19.1 If the Leased Site is partially damaged by any casualty insurable under the LESSEE'S insurance policy, or its self-insurance program, LESSEE may at its option upon receipt of the insurance proceeds, repair the same in the manner it deems necessary and appropriate. Provided, however, if the Leased Site, including buildings and improvements thereon: (a) are rendered wholly untenable by reason of such occurrence or, (b) damaged, in whole or in part, to the extent of FIFTY PERCENT (50%) or more of the replacement cost on date of loss thereof, in the sole judgment of LESSEE, then in either of such event, LESSEE may repair the damage or

choose to return the leased site to the condition it was in immediately prior to the initial term of this Lease. LESSEE may upon compliance with the repair or restoration requirements and ninety (90) days notice to LESSOR cancel this Lease pursuant to this section.

19.2 Upon Lease termination for these reasons, LESSEE shall vacate and surrender the Leased Site to LESSOR. In the event of such cancellation due to either of the above described events, the LESSEE shall receive proceeds from policy of insurance or proceeds for the self-insurance program obtained by the LESSEE and specifically insuring the LESSEE'S interest. However, any such insurance proceeds due to LESSEE shall be used as necessary for compliance with terms of this Lease, including, but not limited to damage repair or site restoration requirements. Any insurance proceeds insuring the LESSOR'S interest shall be payable to the LESSOR.

20. VENUE: In the event of litigation between the parties with respect to this Lease, venue and shall be in the Seventh Judicial Circuit in and for St. Johns County, Florida.

21. WAIVER: The failure of LESSOR or LESSEE to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of LESSOR or LESSEE of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing and signed by LESSOR or LESSEE.

22. CONDITIONS AND COVENANTS: All of the provisions of this Lease shall be deemed covenants running with the land included in the Leased Site, and construed to be "conditions"

as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

23. TIME: Time is expressly declared to be of the essence of this Lease.

24. CONDITIONS AND WARRANTY: Except as otherwise stated in this Lease Agreement, the LESSEE shall take possession of the Leased Site in as is condition, with no condition or warranty of its condition or with ability for any particular use. It shall be the obligation of the LESSEE to determine the useability of the property for its intended use of it.

25. GOVERNING LAW: This Lease shall be governed by and interpreted according to the laws of the State of Florida. This Lease was executed and shall be performed in the State of Florida.

26. SECTION CAPTIONS: Articles, subsections and other captions contained in this Lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Lease or any provisions thereof.

27. NOT CONSENT TO SUE: The provisions, terms or conditions of the Lease shall not be construed as a consent by the State of Florida or St. Johns County to be sued because of said Lease or LESSEE's operation of a Juvenile Justice Facility as anticipated herein except as necessary for enforcement of the terms of this Lease Contract.

28. AVAILABILITY OF FUNDS: The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature, F.S. 255. 2502.

29. NOTICES: Any notice or demand given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

Notice to the LESSOR shall be addressed to:

Board of County Commissioners
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32095

Notice to the LESSEE shall be addressed to:

Department of Juvenile Justice
Facilities Services
Knight Building, Suite 114
2737 Centerview Drive
Tallahassee, Florida 32399-3100

30. RADON GAS: In compliance with Section 404.056, Florida Statutes, all parties are hereby made aware of the following:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

31. ENTIRE UNDERSTANDING: This Lease sets forth the entire understanding between the parties and any part hereof shall only be amended or canceled with the prior written approval of LESSOR and LESSEE.

In **WITNESS WHEREOF**, the parties have caused the Lease Agreement to be executed on the day and year first above written.

ATTEST: Cheryl Strickland, Clerk

LESSOR: ST. JOHNS COUNTY

Anna Paetle
By: Deputy Clerk

Nicholas M. Meiszer
By: Nicholas M. Meiszer
County Administrator

Laura Taylor
Printed Name

Date: MAR 14 1997

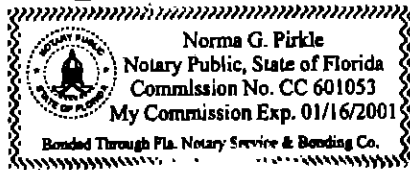
Anna Taylor
Witness

George S. Flish
Printed Name

G S Flish
Witness

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14 day of March, 1996 by Nicholas M. Meiszer, as County Administrator who is personally known to me or who has produced _____ as identification.



Norma G. Pirkle, Notary Public
NORMA G. PIRKLE
(Name of Notary, typed or printed)
Commission Number: CC601053
Commission Expires: 1/16/2001

LESSEE: STATE OF FLORIDA
DEPT. OF JUVENILE JUSTICE

Carolyn H. Watson
Witness

By: *Woodrow W. Harper* (SEAL)
Woodrow W. Harper
Assistant Secretary

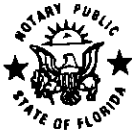
Heath H. Young
Witness

Witness

DATE: 3/26/97

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26 day of March,
1996 by Woodrow W. Harper, as Deputy Secretary who is
personally known to me or who has produced _____ as identification.



CAROLYNN W WATSON
My Commission CC458108
Expires May. 02, 1999
Bonded by HAI
800-422-1555

Carolynn W. Watson Notary Public

(Name of Notary, typed or printed)

Commission Number: _____

Commission Expires: 5/2/99

