

RESOLUTION NO. 2014- 064

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A LEASE AGREEMENT FOR SPACE WITH ST. JOHNS COUNTY COUNCIL ON AGING, INC.

RECITALS

WHEREAS, St. Johns County Council on Aging, Inc. has requested a Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the building adjacent to the Ponte Vedra Concert Hall, located at 1050 A1A North, Ponte Vedra Beach, Florida 32082; and

WHEREAS, St. Johns County Council on Aging will use this space to provide an adult day care center offering daily structured programs with activities and health-related and rehabilitative services to older adults suffering from dementia or Alzheimer's Disease; and

WHEREAS, Alzheimer's disease is the most common form of dementia, a serious brain disorder that impacts daily living by slowly destroying the ability to create, remember, learn, reason, and relate to others. One in ten people over 65 years of age, and over half of those over 85 have Alzheimer's disease; and

WHEREAS, adult day care centers provide dementia-specific care that combine therapeutic and recreational activities to decrease the stress and symptoms associated with Alzheimer's. They provide planned program activities designed to promote well-being and offer seniors both mental and social stimulation while still receiving needed health-related services. Adult day care centers also offer a compassionate and dignified option for families who want to delay or to avoid placing their loved ones in a nursing home; and

WHEREAS, the addition of an Alzheimer's adult day care center would greatly benefit the residents of St. Johns County; and

WHEREAS, this is a revocable Lease Agreement and should the County determine a need for the property, the County could reclaim the property in ninety (90) days.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the Lease Agreement and authorizes the County Administrator, or designee, to execute the Lease Agreement on behalf of the County.

Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to record the Lease Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 7th day of October, 2014.

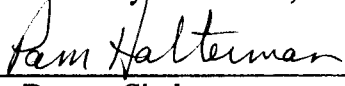
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____


John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____


Deputy Clerk

RENDITION DATE 10/10/14

EXHIBIT "A"

LEASE AGREEMENT

THIS LEASE, made and executed by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (Landlord), and **ST. JOHNS COUNTY COUNCIL ON AGING, INC.**, a Florida not-for-profit corporation, whose mailing address is 180 Marine Street, St. Augustine, Florida 32084 (Tenant).

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the sufficiency of which is mutually acknowledged, the Landlord leases to Tenant the described Premises, other areas, and common areas, pursuant to the terms and conditions described herein.

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Basic Lease Provisions and Exhibits

DATE OF LEASE: _____.

NAME and ADDRESS OF LANDLORD:

St. Johns County, Florida, a political subdivision of the State of Florida
c/o Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084
Attention: Land Management Systems

NAME and ADDRESS OF TENANT:

St. Johns County Council on Aging, Inc.
180 Marine Street
St. Augustine, Florida 32084

Section 1.02: The Premises.

Landlord hereby leases to Tenant that certain building adjacent to the Ponte Vedra Concert Hall, situated on 1050 A1A North, Ponte Vedra Beach, Florida 32082, as shown on Exhibit A attached hereto and by reference made a part hereof (the Premises).

Section 1.03: Permitted Use.

The Premises shall be used solely and exclusively for public and governmental purposes including providing daily structured programs with activities and health-related and rehabilitation services to older adults suffering from dementia or Alzheimer's Disease.

Section 1.04: Scheduled Lease Term.

The term of this lease shall be for an initial term of 5 years. If the Tenant determines at any time that the Premises have become unsuitable for the intended use, then Tenant shall provide 90 days

written notice to Landlord advising of such unsuitability and electing to terminate this lease at the end of the 90-day period.

Section 1.05: Option to Renew.

Upon the expiration of the initial term of this lease or any extension thereof, and provided the Tenant is not then in default of this lease as set forth in Section 8.01, this lease shall automatically renew for 1 year on the same terms and conditions as contained herein. Either party may terminate this lease at the end of any current term by notifying the other party of its desire to do so not later than 90 days prior to the expiration date of the current term.

Section 1.06: Condition of Premises.

The Tenant will take possession of the Premises together with future improvements for the use as a health-related and rehabilitation service for older adults suffering from Alzheimer's disease or dementia. Any further improvements required for the Tenant's occupancy and use of the Premises may be made in accordance with the terms of this lease, at the Tenant's sole expense, and only upon prior approval of the County Administrator or his designee.

Section 1.07: Rent.

The annual rent due for the lease term shall be one dollar (\$1.00), to be made payable in advance of execution of this lease. If applicable, annual rent for any additional lease term shall be one dollar (\$1.00). Rent shall be paid in advance on the first day of any additional lease term.

Section 1.08: Covenant of Ownership.

Landlord covenants to Tenant that Landlord owns the property in fee simple title and has full authority to enter into this lease.

**ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT**

Section 2.01: Demise.

In consideration of the rent and the covenants and agreements contained in this lease, Landlord leases the Premises and Tenant rents same pursuant to the terms and conditions set forth in this lease.

Section 2.02: Quiet Enjoyment.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's obligations under this lease, Tenant, subject to the provisions of this lease, may peacefully and quietly have, hold, use and enjoy the Premises and the other areas and may use and enjoy the common areas throughout the lease term without interference by Landlord.

**ARTICLE 3
TENANT'S OBLIGATION TO PAY RENT**

Section 3.01: Obligation to Pay Rent.

Notwithstanding any other provision of this lease, the Tenant's obligation to pay rent and to make payments to Landlord under this lease is limited to payment from the funds of the Tenant

described in the following covenant and to the extent described in this article and in such covenant.

Section 3.02: Covenant to Budget.

The Tenant covenants and agrees to appropriate in its annual budget for payment under this lease.

**ARTICLE 4
UTILITIES**

Section 4.01: Parties' Respective Obligations.

At Tenant's expense, Tenant shall independently contract for, and pay all costs associated with any and all telecommunication utilities including all necessary and appropriate electricity, water, sewage and solid waste removal.

**ARTICLE 5
MAINTENANCE, OPERATION, IMPROVEMENTS, REPAIR,
JANITORIAL SERVICES, PEST CONTROL AND SECURITY MONITORING**

Section 5.01: Maintenance by Landlord.

Landlord shall maintain, repair and keep supporting walls, foundations, roof, sprinkler systems, if any, mechanical systems, electrical systems, plumbing systems, parking areas, landscaping, gutters, downspouts and all other improvements in good repair. Landlord shall maintain and provide cleanup of all parking lots and maintain any flood lights on the premises. Tenant shall promptly notify the St. Johns County Real Estate Department of any defects or hazards in any area maintained by Landlord.

Landlord shall have no duty to make any repairs within the Premises resulting from:

- a) Any alterations, modifications or improvements made by or on behalf of Tenant;
- b) The installation of Tenant's property, fixtures, equipment or inventory;
- c) Tenant's use or occupancy of the Premises in violation of this lease or in a manner not consistent with the terms of this lease; or
- d) The acts or omissions of Tenant or its employees, agents, contractors, subtenants, invitees, licensees or customers.

Section 5.02: Maintenance by Tenant.

Except for Landlord's maintenance responsibilities as provided in Section 5.01, Tenant, at Tenant's sole expense, shall maintain the Premises, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary, and safe condition. Failure by Tenant to maintain the Premises as provided in this lease may result in Landlord having to expend funds for clean-up or repair. In such event, Tenant shall fully reimburse Landlord, within 10 business days of the clean-up or repair, for all costs and expenses associated with the clean-up or repair. It is expressly understood that Tenant, at its sole expense, shall provide for any security monitoring, pest control, or janitorial services necessary to maintain the Premises in a clean, pleasant, sightly, sanitary, and safe condition.

Section 5.03: Improvements by Tenant.

Tenant shall incur all costs associated with any construction build-out or improvements to the interior of the structure upon written consent and permission of the Landlord, which shall not be unreasonably withheld. All construction on the premises shall conform to applicable codes and regulations of the federal, state, county, and municipal governments. The above notwithstanding, the interests of the Landlord in the premises shall not be subject to construction liens or other liens for improvements made by the Tenant. All improvements made at the premises shall, upon the expiration or earlier termination of this Lease, be the property of the Landlord if not removed within 90 days of expiration or termination, or unless otherwise agreed between the parties in writing.

Section 5.04: Signs, Awnings, and Canopies.

Tenant shall maintain its signs, decorations, lettering, and advertising material in good condition and repair.

Section 5.05: Liens.

No encumbrances, charges, or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within 10 days of notice of its existence, any lien, encumbrance, or other charge arising in violation of this Section.

Section 5.06: Surrender of Premises.

Upon termination of this lease, Tenant shall surrender the Premises in the same condition as the commencement date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all trade fixtures and personal property and, if requested, any other installation, alterations, or improvements made by Tenant and shall repair any damage caused thereby.

**ARTICLE 6
INDEMNITY AND INSURANCE**

Section 6.01: Tenant's Coverage.

To the extent permissible by law, the Tenant agrees to indemnify and hold Landlord and its officers, agents, and employees harmless from all liability, damages, actions, claims, demands, expenses, judgments, fees, and costs arising in connection with the operations or use of the Premises. It is the intention of the Tenant that Landlord and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss, or expense resulting to any employee or third party while on the Premises due to accidents, mishaps, misconduct, negligence, or injuries either in person or property. The Tenant expressly assumes full responsibility for all damages or injuries which may result to any person or property in connection with the use of the Premises pursuant to this lease.

The Tenant assumes responsibility for all claims for personal injury damages arising out of its use of the Premises. Landlord shall not be liable for any loss, injury, death, or damage to persons or property, which at any time may be suffered or sustained by the Tenant or by any person

using, occupying, or visiting the Premises, whether such loss, injury, death, or damage shall in any way arise out of any act, omission, or negligence of the Tenant or of any occupant, subtenant, visitor, or user of any portion of the Premises. The indemnity provisions of this section shall survive the termination of this lease and are separate from, and in no way limited by, any insurance provided by the Tenant.

The Tenant shall, at all times during the term of this lease, maintain in full force and effect a policy, or policies, of commercial general liability insurance. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage. The liability policy shall include a waiver of subrogation in favor of St. Johns County. St. Johns County shall be named as additional insured by policy endorsement and shall apply as primary and non-contributory.

The Landlord will not insure any property or contents stored on the property by the Tenant.

If required, Tenant will, for the entire term of this lease and at Tenant's cost and expense, maintain for its benefit and the benefit of Landlord, hazard and flood insurance on the buildings and all improvements on the Premises in an amount not less than the full replacement value of such improvements. All insurance policies required by this paragraph shall insure the interests of the Landlord as a named co-insured and shall be obtained and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken and each such policy shall contain a provision that it may not be cancelled by the insurer except upon at least 30 days prior written notice to Landlord. The term "full replacement value" as used in this paragraph shall mean the actual replacement cost from time to time of the buildings and improvements located on the Premises.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. Prior to execution of this agreement, copies of current policies and certificates of insurance including the additional insured/co-insured endorsements will be provided to St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, and include the name of the Tenant, the lease term, and property address. St. Johns County will be given 30 days notice prior to cancellation or modification of this insurance.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Section 6.02; Alcohol on County Premises.

Alcohol is only permitted in or on County premises with prior written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50.

**ARTICLE 7
DAMAGE AND DESTRUCTION**

Section 7.01: Fire, Explosion or Other Casualty.

Tenant shall immediately give notice to Landlord of any damage to the Premises or other areas if the Premises are damaged by fire, explosion, wind, water, or other casualty (Occurrence). Unless the Landlord determines that it is not cost effective to repair the Premises, the damage shall promptly be repaired by Landlord subject to this Section. If the Landlord determines that it is not cost effective to repair the Premises, Landlord shall provide Tenant 90 days written notice of termination of this Agreement in accordance with the requirements of Article 7. Landlord shall not be required to repair or replace Tenant's improvements, alterations, additions, inventory, fixtures, furniture, furnishings, equipment, or other personal property. In the event Landlord fails to notify Tenant within 30 days after the Occurrence of the Landlord's election to either repair all damages required to be repaired by Landlord or to terminate this lease, or in the event that the Landlord's repairs take more than 120 days from the date of notification to complete, the Tenant, at its option, may unilaterally terminate this lease.

Section 7.02: Landlord's Work.

Upon an Occurrence, Landlord need only make such repairs as are necessary to place the damaged portions of the property in the same condition as when possession of the Premises was initially delivered to Tenant.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.01: Tenant's Default.

Tenant shall be in default of this lease under any of the following conditions:

- a) Failure to pay all or any monthly installments of the rent or any other sum due to the Landlord from Tenant within 30 days after Landlord notifies Tenant that such sum is past due;
- b) Failure to cease all conduct prohibited under this lease within 10 days of receipt of written notice from Landlord;
- c) Failure to take appropriate action within 10 days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the terms of this lease; or
- d) Failure to conform to the lease provisions, otherwise being in breach of Tenant's obligations under this lease, and failing to cure the default to the satisfaction of the Landlord within 15 days following receipt of written notice from the Landlord.

Upon such default, the Landlord may terminate this lease and re-enter and resume possession of the Premises. Upon such termination, the Tenant shall be responsible for the reasonable expenses incurred by Landlord in regaining possession. In addition, upon such termination occasioned by

Tenant's default, the Tenant shall pay the Landlord all rents due and payable hereunder for the remainder of the lease term, provided however, that the amounts the Tenant is obligated to pay shall be reduced by the amount of rents, if any, received from replacement tenants during the remainder of the lease term. Upon rendering all such payments, all obligations of Tenant to Landlord under this lease shall cease. Landlord shall use its best efforts to promptly obtain replacement tenants at a fair rental.

Section 8.02: Landlord's Default.

Landlord shall be in default of this lease under any of the following conditions:

- a) Failure to take appropriate action within 10 days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms of this lease; or
- b) Failure to conform to the lease provisions, otherwise being in breach of Landlord's obligations under this lease, and failing to cure the default to the satisfaction of the Tenant within 15 days following receipt of written notice from the Tenant.

Upon such default, the Tenant may terminate this Lease; the Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant. In addition, upon such termination occasioned by Landlord's default and upon vacation of the Premises by the Tenant, the Landlord shall pay the Tenant as damages the difference between the rents required to obtain replacement premises during the remainder of the lease term if such replacement rents are higher than the rents herein. Upon tender of all such payments, all obligations of Landlord to Tenant under this Lease shall cease.

Section 8.03: Termination of Lease.

If the Landlord, at its sole discretion, determines at any time that the Premises have become unsuitable for the intended use, or that there are other circumstances that negatively affect the lease of the Premises, then Landlord shall give 90 day written notice to Tenant advising of such unsuitability and electing to terminate this Lease at the end of the 90-day period. The Landlord agrees that if this clause is exercised, the Landlord will reimburse the Tenant, on a pro rata basis, for the Tenant's cost of improvements proportional to the unused lease term.

**ARTICLE 9
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 9.01: Covenant Not to Assign or Sublet Without Consent.

Tenant covenants that it will not rent, lease, or otherwise allow occupancy of the premises to persons or entities other than the parties hereto without obtaining prior written approval from Landlord, which will not be unreasonably denied.

**ARTICLE 10
HAZARDOUS SUBSTANCES**

Section 10.01: Hazardous Substances.

- a) Neither Tenant, nor any permitted assignee, subtenant, licensee, or other person or entity acting at the direction or with the consent of Tenant shall manufacture, treat, use, store, or dispose of any unlawful quantity or concentration of a hazardous substance on or from the Premises unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord. Notwithstanding the above, Tenant may locate up to two locked medical waste containers outside of and adjacent to the leased premises. Such containers are to be maintained in accordance with appropriate regulatory standards.

- b) The term "hazardous substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time; or (ii) determined to be hazardous, toxic, a pollutant or contaminant under federal, state or local law, rule, regulation, or judicial or administrative order or decision, as the same may be amended from time to time.

**ARTICLE 11
MISCELLANEOUS**

Section 11.01: Severability.

In the event any provision of this lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of the lease.

Section 11.02: Venue.

Venue for any legal or administrative action arising under this lease shall lie exclusively in St. Johns County, Florida.

Section 11.03: Execution in Counterparts.

This lease may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 11.04: Captions.

The captions and headings in this lease are for convenience only and do not define, limit, or describe the scope or intent of any articles or sections of the lease.

**ARTICLE 12
RADON GAS**

Section 12.01 Radon Gas. 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 a period of 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. (Section 404.056(5), F.S.)

IN WITNESS WHEREOF, the parties hereto have executed this lease under seal as of the day and year first above written.

Jane Fajlik 8/27/14
Witness
Print: JANE FAJLIK

Dianna Cottrell 8/29/14
Witness
Print: Dianna Cottrell

Witness
Print: _____

Witness
Print: _____

Tenant:
St. Johns County Council on Aging

By: Becky Yanni 8/27/14
Name: Becky Yanni

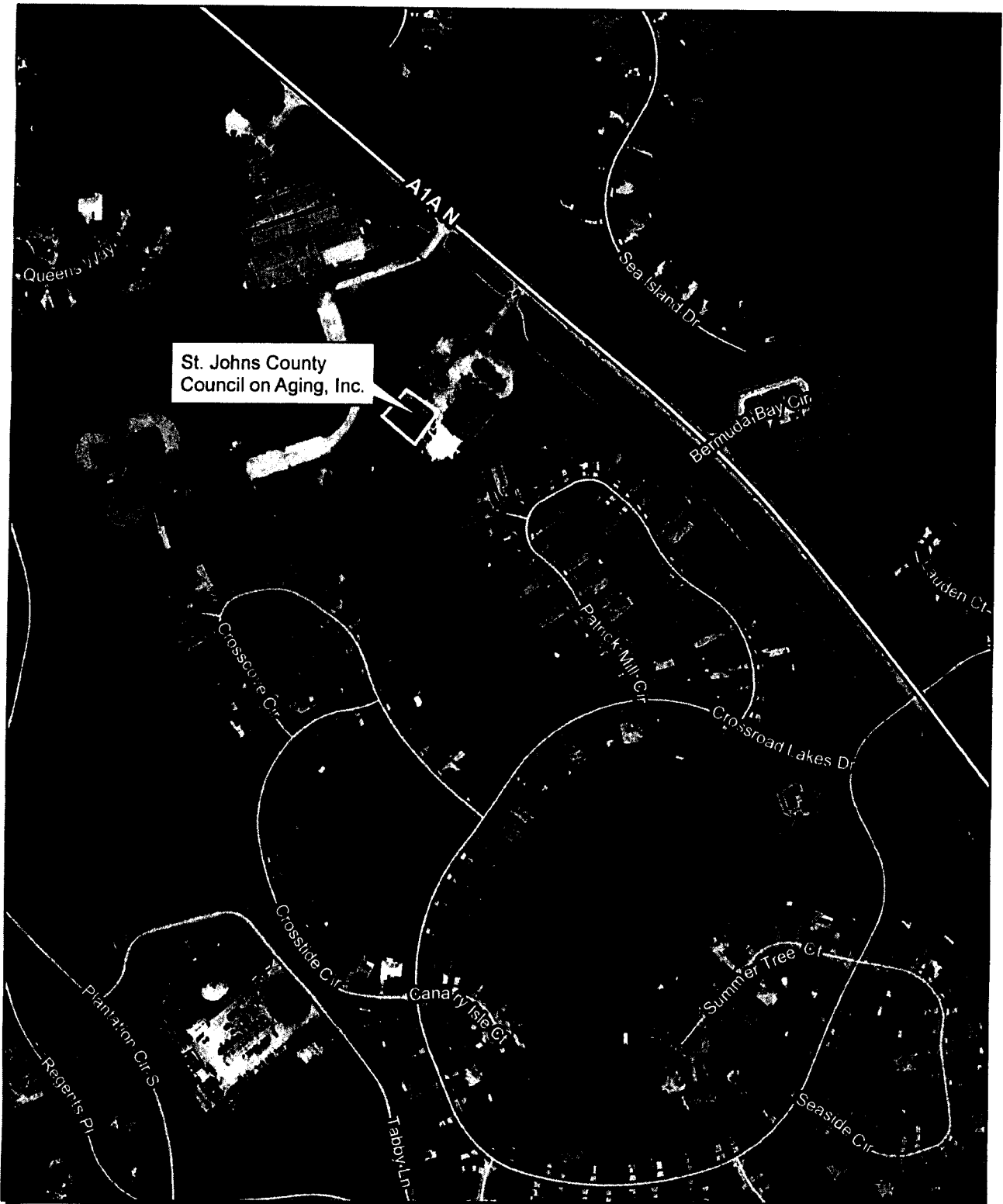
Landlord:
ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

By: _____
Michael D. Wanchick
County Administrator

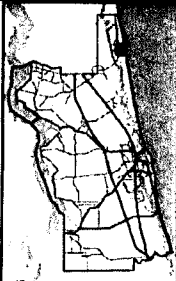
*Sworn to and
subscribed before
me this 27th day
of August 2014
Virginia Draper*



VIRGINIA DRAPER
MY COMMISSION # FF 030000
EXPIRES: August 2, 2017
Bonded Third Budget History Services



St. Johns County
Council on Aging, Inc.



2013 Aerial Imagery

0 100 200

Feet
April 9, 2014

**ST. JOHNS COUNTY
COUNCIL ON AGING, INC.**

**1050 A1A NORTH
PONTE VEDRA BEACH, FL**

**Land Management
Systems
Real Estate
Division
(904) 209-0764**

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
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