

RESOLUTION NO. 2000-186

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF THE LEASE AGREEMENTS FROM VA MEDICAL CENTER AND PROJECT SPECIAL CARE FOR THE RENTAL SPACE IN THE HEALTH AND HUMAN SERVICES CENTER.**

WHEREAS, VA Medical Center will execute a Lease Agreement and Project Special Care has executed a Lease Agreement for rental space in the Health and Human Services Center, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the lease for VA Medical Center is for a period of 3-years with a total of 5234 square feet of rental space and Project Special Care lease is for a period of 3-years with a total of 1236 square feet of rental space; and

WHEREAS, the citizens of St. Johns County will benefit from having these agents located in St. Johns County.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:**

Section 1. The acceptance of the terms in the Lease Agreements attached hereto, as Exhibit "A" and Exhibit "B" is hereby approved.

Section 2. The Clerk is instructed to file the original Lease Agreements in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 12<sup>th</sup> day of December, 2000.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA.**

By: Mary F. Kohnke  
Mary F. Kohnke, Chair

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande  
Deputy Clerk

**EXHIBIT "A" TO RESOLUTION**

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
(Short Form)**

1. LEASE NUMBER  
**V573R-32**

**PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)**

**A. REQUIREMENTS**

The Government of the United States of America is seeking to lease approximately 5,234 rentable square feet of medically-related space located in St. Augustine, FL for occupancy not later than 2/1/01 (date) for a term of 3 years. Rentable space must yield 5,234 BOMA Usable square feet for use by Tenant for personnel, furnishing, and equipment.  
**INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS**

**B. STANDARD CONDITIONS AND REQUIREMENTS**

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is 3 or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 8:00 a.m. to 4:30 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within 60 days after receipt of approved layout drawings.

**2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)**

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input checked="" type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING Frequency _____	<input checked="" type="checkbox"/> PAINTING FREQUENCY Space _____	Pest control
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input checked="" type="checkbox"/> CARPET CLEANING Frequency _____	<input type="checkbox"/> Public Areas _____	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES			
<input type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.			

**3. OTHER REQUIREMENTS**

Offerors should also include the following with their offers:

The estimated cost to prepare the space for occupancy by the Government and the offeror's proposed amortization rate for tenant alterations.

SEE ATTACHED GENERAL REQUIREMENTS

**NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.**

**4. BASIS OF AWARD**

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL, AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING SIGNIFICANTLY MORE IMPORTANT THAN PRICE
- APPROXIMATELY EQUAL TO PRICE SIGNIFICANTLY LESS IMPORTANT THAN PRICE (Listed in descending order, unless stated otherwise);

**PART II - OFFER (To be completed by Offeror/Owner)**

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) St. Johns County Health Building 1955 U.S. 1 South, Suite 200 St. Augustine, FL 32086	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S)  1	b. ROOM NUMBER(S)
	c. RENTABLE SQ. FT.  5,234	d. TYPE " GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) " WAREHOUSE <b>Medically Related</b>

**B. TERM**

To have and to hold, for the term commencing on February 1, 2001 and continuing through January 31, 2004 inclusive. The Government may terminate this lease at any time on or after February 1, 2003, by giving at least 30 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT <b>\$78,510.00</b>	9. MAKE CHECKS PAYABLE TO (Name and address) St. Johns County Attn: Real Estate Department 4020 Lewis Speedway St. Augustine, FL 32084
8. RATE PER MONTH <b>\$6,542.50</b>	

10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

St. Johns County  
4020 Lewis Speedway  
St. Augustine, FL 32084

10b. TELEPHONE NUMBER OF OWNER <b>904-823-2587</b>	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING " OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT                      " OTHER (Specify)	
12. NAME OF OWNER OR AUTHORIZED AGENT <b>Ben Adams</b>		13. TITLE OF PERSON SIGNING <b>County Administrator</b>
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT		15. DATE
		16. OFFER REMAINS OPEN UNTIL 4:30 P.M.  <i>(Date)</i>

**PART III - AWARD (To be completed by Government)**

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

**THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.**

17a. NAME OF CONTRACTING OFFICER (Type or Print)  <b>Susan Little</b>	17b. SIGNATURE OF CONTRACTING OFFICER	17c. DATE
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**GENERAL REQUIREMENTS:**

**Commercial Quality Construction:**

1. Concrete foundation and floor slab.
2. Steel stud or masonry exterior walls.
3. Steel or concrete roof structure.
4. Built-up or modified bitumen roof system.
5. Storefront covered entrance.
6. Rear emergency entrance/exit.
7. Metal stud and sheetrock interior walls.
8. Suspended acoustical ceiling system.
9. Central heating and air conditioning system.
10. Electrical system in accordance with National Electrical Code.
11. Plumbing system in accordance with National Plumbing Code.
12. Fire sprinkler system and smoke detection system in accordance with NFPA.
13. Ability to install telephone and computer system throughout.
14. Hot water heater.

**Approximate size and function of space:**

	<b>AREA</b>	<b>SIZE</b>	<b>NUMBER NEEDED</b>
1.	Waiting area	384 sq ft	1
2.	Exam rooms	192 sq ft	7
3.	Nursing v/s room	192 sq ft	1
4.	Lab Drawing Area	96 sq ft	1
5.	Lab Supply Room	75 sq ft	1
6.	Staff Kitchen	144 sq ft	1
7.	Medical Supply Room	48 sq ft	1
8.	Storage Room	120 sq ft	1

	<b>AREA</b>	<b>SIZE</b>	<b>NUMBER NEEDED</b>
9.	Dirty Utility Room	110 sq ft	1
10.	Director's Office	125 sq ft	1
11.	NA/PA Office (shared)	145 sq ft	1
12.	Support Staff Office	192 sq ft	1
13.	Special Use Room	200 sq ft	1
14.	MAS/Reception	308 sq ft	1
15.	MAS Storage	70 sq ft	1
16.	Handicapped Restroom	110 sq ft	1
17.	Public Restroom	48 sq ft	10
18.	Staff Restroom	60 sq ft	1
19.	Hallway area	1008 sq ft	1
20.	Nurse's station	98 sq ft	1
<b>GRAND TOTAL</b> _____		<b>5234 sq ft</b>	

**Interior Floor, wall and ceiling finishes:**

VA will be responsible for all costs and arrangements for structural alterations. VA will be responsible for any new floor finishes (if required). The lessor will be responsible for repairing walls, patching, and painting in the exam rooms, and cleaning existing carpet. VA will be responsible for renovations to office areas.

**Parking facilities:**

20-40 free parking spaces with handicap accessibility from the parking lot to the front entrance. Parking spaces are not assigned.

**Utilities:**

Lessor will be responsible for all utilities, including, water, sewer, electricity, removal of waste, (including contaminated waste), and emergency power system. VA will be responsible for all charges for telephone/computer lines.

**Interior and exterior services:**

Lessor will provide all janitorial, maintenance, landscaping/yard maintenance, and pest control services. Lessor is also responsible for maintenance/repair of outside awning.

**Insurance and taxes:** Lessor will be responsible for all insurance and taxes.

**Conference Room/Facilities:** Conference room/facilities will be available for use by VA at no additional charge.

**Signage:** Outdoor signage will be installed by and maintained by VA.

**Renovation costs:** VA will be responsible for renovation costs of an estimated amount of \$108,375. This amount will be adjusted upon agreement of final changes. Renovation costs will be amortized over a three-year period, with 0% interest rate assessed.

**REPRESENTATIONS AND CERTIFICATIONS (Short Form)**  
(Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)

Solicitation Number  
V573R-32

Dated

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (SEP 1999)

- (a) It [ ] is, [ ] is not a small business. "Small" means a concern, including its affiliates, that is independently owned and operated, is not dominant in the field of operation, and has average annual gross revenues of \$15 million or less for the preceding three fiscal years. The standard industrial classification (SIC) code for this acquisition is 6515.
- (b) It [ ] is, [ ] is not a small disadvantaged business. (See 48 CFR 52.219-1 for definition.)
- (c) It [ ] is, [ ] is not a women-owned small business (other than a small business). (See 48 CFR 52.204-5 for definition.)

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

(Applicable to leases which exceed \$10,000.)

The Offeror represents that --

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases which exceed \$10,000.)

(Applicable to contracts which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that --

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

(Applicable to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

5. 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

- \* TIN: \_\_\_\_\_
- \* TIN has been applied for.
- \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- \* Offeror is an agency or instrumentality of a foreign government;
- \* Offeror is an agency or instrumentality of the Federal government;

(d) *Type of organization.*

- \* Sole proprietorship;
- \* Partnership; Not a corporate entity;
- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_

(e) *Common Parent.*

- \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \* Name and TIN of common parent:

Name \_\_\_\_\_  
 TIN \_\_\_\_\_

6. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: \_\_\_\_\_

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)	Telephone Number
	_____ Signature	_____ Date

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
 LESSOR                                      GOVERNMENT





FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)  
GSAR 552.232-75 PROMPT PAYMENT (SEP 1999)  
GSAR 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)  
FAR 52.233-1 DISPUTES (DEC 1998)  
GSAR 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

7. INDEMNIFICATION: Any liability of the Government for its use of the property shall be pursuant to the provisions of the Federal Tort Claim Act 28 U.S.C. Section 1346(b), 2671-80, and implementing statutes and regulations. The Government shall not be liable for the act or omissions of employees, agents, officers, guests, invitees, or licensees of lessor. Lessor agrees to maintain coverage as provided in the Florida Association of Counties Trust, "Public Agency Multi-Class Liability Agreement", coverage part number FAC2206ML, and incorporated by reference.
8. Lessor is responsible for all property taxes and insurance.

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and executed this 21<sup>th</sup> day of November, 2000, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095, hereinafter referred to as Lessor, and **PROJECT SPECIAL CARE**, whose address is 1955 US 1 South, Suite B-West, St. Augustine, Fl 32086 hereinafter referred to as Lessee.

**RECITALS:**

**1. Description of Leased Premises.**

Lessor hereby leases to Lessee the following described office space situated within the Health & Human Service Complex, 1955 US 1 South, St. Augustine, Florida 32086.

That certain office space designated as Suite B-West, located within the Health & Human Service Complex, 1955 US 1 South, St. Augustine, Florida, 32086.

**2. Term.**

The premises are leased for a term of 3 years commencing on the 1<sup>st</sup> day of February, 2000 and ending on the 31<sup>st</sup> day of January, 2003.

**3. Rent.**

The rental shall be **\$1,545.00** dollars payable from Lessee to Lessor in equal monthly installments. Total monthly payment will be **\$1,545.00**.

All rental payments together with applicable Florida state sales tax shall be paid in advance on the first day of each month during the term hereof. All rent due hereunder shall be paid in lawful United States currency to Lessor at 4020 Lewis Speedway, St. Augustine, Florida 32095. In addition to any rent due hereunder, a late charge of 10% of the monthly rental installments shall be paid with any installment of rent paid more than ten (10) days after due date. The failure of Lessor to insist upon payment of the late charge in one instance shall not be deemed a waiver of Lessor's right to collect such charge if future rental payments are delinquent.

**4. Use of Premises.**

The Lessee in carrying on its business on said premises will confirm to and comply with all laws, orders and regulations of the federal, state, county and municipal governments and all of their departments and bureaus. Lessee shall also comply with all rules and regulations promulgated by Lessor, from time to time, pertaining to the use of the building and adjacent common areas and grounds.

**5. Acceptance of Premises in "AS IS" CONDITION.**

Lessee hereby accepts the premises in "as is" condition when renovations are completed.

**6. Utilities and Services.**

Utilities that are included in the monthly rental fee are electricity, water and sewer.

**7. Care and Repair to Premises.**

Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein. Lessor shall maintain the premises, make all necessary repairs to the interior and exterior of the premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, employees, licensees, customers and invitees in which case Lessee shall promptly pay Lessor a reasonable amount for the cost of such repairs. All improvements made by Lessee to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of the Lessor upon installation. Not later than the last day of the term Lessee shall, at Lessee's expense, remove all Lessee's personal property and those improvements made by Lessee which have not become the property of the Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the premises in as good condition as it was at the beginning of the term, except for reasonable wear and tear. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for cost of such removal. Lessor may have any such property stored at Lessee's risk and expense.

**8. Alterations, Additions or Improvements.**

Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the premises.

**9. Accumulation of Waste or Refuse Matter.**

Lessee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of said premises or anywhere in or near the building. Lessee agrees to promptly notify the Lessor of the need for removal of any accumulated matter, and Lessor agrees to have such matter promptly removed by its janitorial staff.



**10. Abandonment.**

Lessee shall not, without first obtaining the written consent of the Lessor, abandon the premises, or allow premises to become vacated or deserted.

**11. Assignment or Sublease.**

Lessee shall not, without first obtaining the written consent of the Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublease the premises or any part thereof. This covenant shall be binding upon the legal representative of Lessee, and upon every person to whom Lessee's interest under this lease passes by operation of law. No assignment or subleasing shall relieve Lessee of its obligations under this lease.

**12. Signs.**

Lessee shall not erect any signs or other advertising material on the exterior of the premises or any signs or other advertising material on the interior which may be visible from the exterior without written consent of the Lessor.

**13. Damages to Premises.**

If the premises are damaged by fire or any other cause, Lessor shall promptly repair the damage and restore the premises to the condition existing immediately prior to the occurrence of casualty. If the reasonable time for completing such restoration or repair is ninety (90) days or longer, either party shall have the right to terminate this lease by giving notice of termination to the other party. Such notice shall be given within fifteen (15) days after the date of casualty. If the damage or destruction of the premises occurs within six (6) months of the expiration date of the term hereof, or if the damage or destruction of the premises are so substantial that it has effectively destroyed the premises totally, Lessor, may at its sole option, terminate the lease by giving written notice to the Lessee within fifteen (15) days after the date of casualty. If the premises are damaged by fire or other casualty, the rent shall be abated until the premises is restored or until the lease is terminated in accordance with this paragraph. The abatement shall be in proportion to the impairment of the use that Lessee can reasonably make of the premises. The Lessor shall not be liable for any inconvenience or interruption of business of the Lessee occasioned by fire or other casualty. Damages resulting from the fault of the lessee, or Lessee's agents, employees, licensees, customers or invitees, shall not result in any abatement or reduction of rent, except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of such rent.

**14. Indemnification of Lessor and Requirement of Insurance.**

The Lessee, in consideration for the use of the premises and the rate of payment herein provided for, does hereby release and discharge and further will indemnify and save harmless the said Lessor from any and all claims for loss or damage caused by fire, theft or robbery or other tort to any and all property kept or stored in or about the leased premises, whether or not such property is owned by the Lessee or there by its permission or sufferance, including any and all liability and claims for personal injuries or property damages during the existence of this lease, arising in any manner by virtue of the use or occupancy of such premises by the Lessee; that the Lessee does hereby further agree to indemnify and save harmless the Lessor from liability for damage, injury or death to any person or persons arising out of the use of said property, or from the lack of keeping same in good repair and order, or from the negligent operation of same, or for any cause of any nature whatsoever, providing such damage, injury or death is not due to Lessor's own negligence.

- a. The Lessee assumes all obligations and shall maintain for its benefit and the benefit of the Lessor, at Lessee's expense liability insurance in an amount not less than \$500,000.00 combined single limits for injury to person or property. A copy of such insurance policy naming Lessor as an additional insured thereunder shall be furnished to and approved by Lessor, which approval shall not be unreasonably withheld.

**15. Lessor's Remedies on Default.**

If Lessee defaults in the payment of rent, or in the performance of any other covenant or condition of this agreement, Lessor may give to Lessee notice of such default and if Lessee does not cure any default in the payment of rent within ten (10) days, or other default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence to cure such default within thirty (30) days and thereafter proceeds with reasonable diligence and in good faith to cure such default), then Lessor may, on not less than five (5) days notice to lessee, at its option, either (1) immediately terminate this lease and re-enter the premises; or (2) retake possession on account of the lessee without terminating the lease; or (3) hold the Lessee liable for the rent as it comes due. If lessor elects to terminate this lease, Lessor may at any time thereafter resume possession of the premises by any lawful means and recover from Lessee all damages proximately resulting from breach.

**16. Lessee's Liability for Deficiency.**

In any case, where Lessor has retaken possession of the premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the premises or cause the premises to be reasonably repaired or otherwise changed or prepared for reletting, and may relet the premises or any part of the premises as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, at Lessor's option, and receive the rent thereof. Rent so received shall be applied first to the payment of such

reasonable expenses as Lessor may have incurred in connection with the recovery of possession, repairing or preparing for reletting, and the reletting, including reasonable attorneys' fees, and then to the payment of damages in equal amounts to the rent under this agreement and to the cost and expenses of performance of the other covenants of Lessee as herein provided. Lessee agrees, in any such case, whether or not Lessor has relet, to pay to Lessor damages equal to rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the reletting, if any, and the damages shall be payable to Lessee on the several rent days above specified. If Lessor elects, pursuant to this agreement, actually to occupy and use the premises or any part of the premises during any part of the balance of the term as originally fixed and since extended, there shall be allowed against the Lessee's obligation for rent or damages, as herein defined, a reasonable deduction, during the period of Lessor's occupancy, not to exceed in any event the rent herein reserved; and such occupancy shall not be construed as a release of Lessee's liability under this agreement. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

**17. Effect of Failure to Insist on Strict Compliance with Conditions.**

The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option, herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance.

**18. Subordination of Lease.**

This lease shall be subject and subordinate to all underlying leases and to mortgages which may now or hereafter affect such leases or the real property of which the premises form a part, and also to all renewals, modifications, consolidations and replacements of the underlying leases and mortgages. Although no instrument or act on the part of the lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments confirming such subordination of this lease as may be desired by the holders of such mortgages, any proposed mortgagee or by any of the Lessors under such underlying leases.

**19. Lessor's Right to Cure Lessee's Breach.**

If Lessee breaches any covenant or condition of this lease, Lessor may, on reasonable notice to Lessee (except that no notice be given in case of emergency), cure such breach at the expense of the Lessee and the reasonable amount of all expenses, including attorney's fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed rent due under this lease and payable on demand.

**20. Mechanics' Lien.**

Lessee shall have 15 days, after notice from Lessor, to discharge any mechanics' liens for materials of labor claimed to have been furnished to the premises on Lessee's behalf.

**21. Notices.**

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail; if to Lessee, at the address of the premises; if to Lessor, at Lessor's address as set forth above; or, to either, at such address as Lessee and Lessor, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the third day after the mailing of such notice.

**22. Lessor's Right to Inspection, Repair and Maintenance.**

Lessor may enter the premises at any reasonable time, upon adequate notice to Lessee (except that no notice be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable.

**23. No Recording.**

This lease may not be recorded in the public records of St. Johns County, Florida, without the Lessor's prior written consent.

**24. Entire Agreement.**

This lease agreement contains the entire agreement between the parties. No representations or promises shall be binding on the parties to this agreement except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.



IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered in  
The presence of:

LESSOR  
ST. JOHNS COUNTY

By: \_\_\_\_\_  
Ben W. Adams  
County Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000, by Ben W. Adams as County Administrator of, St. Johns County. He is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

Christine Larson  
Witness Christine Larson

LESSEE:  
PROJECT SPECIAL CARE

By: \_\_\_\_\_  
Print Name: GARY BRUCE  
Title: CHAIRPERSON

Kim Collins  
Witness Kim Collins

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 27 day of November, 2000, by Gary Bruce its (Title) Chairperson, of PROJECT SPECIAL CARE, who is personally known to me or has ~~produced~~ a Florida Driver's License as identification.



Renella H. Stout  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_