

**RESOLUTION NO. 2001- 103**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A 2<sup>ND</sup> AMENDMENT TO PROJECT SPECIAL CARE'S LEASE AGREEMENT TO EXTEND THEIR RESPECTIVE COMMENCEMENT DATE AND EXPIRATION DATE.**

**RECITALS**

**WHEREAS**, on December 12, 2000 per Resolution No. 2000-186 the BCC approved the terms of the Lease Agreement for Project Special Care to lease space at the Health and Human Services Center; and

**WHEREAS**, on April 10, 2001 the Board of County Commissioners adopted Resolution No. 2001-65 approving the 1<sup>st</sup> Amendment to the Lease Agreement for Project Special Care to extend the commencement and expiration dates; and

**WHEREAS**, there has been a further delay in the renovations and repairs to the space where Project Special Care will be located; and

**WHEREAS**, it is necessary to extend Project Special Care Commencement Date to May 1, 2001 and extend the expiration date to April 30, 2004.

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

1. The above Recitals are hereby incorporated herein by reference and adopted as findings of fact in support of this resolution.
2. The 2<sup>nd</sup> Amendment to the Lease Agreement between St. Johns County and Project Special Care in substantially the form attached hereto as Exhibit "A", and incorporated by reference is hereby approved for execution by the County Administrator and the Clerk is instructed to file the original in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 22<sup>nd</sup> day of May 2001.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Cheryl Strickland, Clerk  
By: Patricia LeGrande  
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

2nd AMENDMENT TO LEASE AGREEMENT

THIS 2nd AMENDMENT TO LEASE AGREEMENT ("2nd Amendment") by and between St. Johns County, Florida, a political subdivision of the State of Florida, ("Owner"), and Project Special Care, ("Tenant")

Recitals

WHEREAS, the owner entered a Lease Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof with Project Special Care for purpose of leasing space located at Health and Human Services Center Suite 400, located at 1955 US 1 South, St. Augustine, Florida 32086;

WHEREAS, the Commencement Date and Expiration Date as outlined on page 1 of the 1st Amendment to Lease Agreement, attached hereto as Exhibit "B", needs to be extended due to further delay in the renovations and repairs to the space to be leased.

NOW THEREFORE, the parties hereby agree as follows:

- 1. The above recitals are incorporated by reference and made a part hereof.
2. The Commencement Date as outlined on page 1 of the Lease Agreement shall be extended, commencing on May 1, 2001 and expiring on April 30, 2004.
3. All other provisions and agreements of the Lease Agreement shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

Witness signature lines with handwritten name J. SHORE and three blank lines for other witnesses.

Tenant: PROJECT SPECIAL CARE

By: [Handwritten signature]

Owner: ST. JOHNS COUNTY

Ben W. Adams, Jr.
County Administrator

EXHIBIT "A"

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and executed this 27<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: [Signature]  
Ben W. Adams  
County Administrator

[Signature]  
Witness Laura S. Taylor

[Signature]  
Witness DAVID E. HALSTEAD

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2000, by Ben W. Adams as County Administrator of, St. Johns County. He is personally known to me.



[Signature]  
Notary Public, State of Florida  
My Commission Expires: 01-26-04

[Signature]  
Witness Christine Larson

[Signature]  
Witness Kim Collins

LESSEE:  
PROJECT SPECIAL CARE

By: [Signature]  
Print Name: GARY BRUCE  
Title: CHAIRPERSON

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.



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

EXHIBIT "B"

1<sup>ST</sup> AMENDMENT TO LEASE AGREEMENT

THIS 1<sup>st</sup> AMENDMENT TO LEASE AGREEMENT ("1<sup>st</sup> Amendment") by and between St. Johns County, Florida, a political subdivision of the State of Florida, ('Owner'), and Project Special Care, ('Tenant')

Recitals

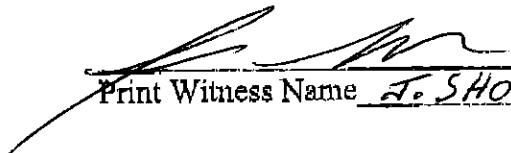
WHEREAS, the owner entered a Lease Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof with Project Special Care for purpose of leasing space located at Health and Human Services Center Suite 400, located at 1955 US 1 South, St. Augustine, Florida 32086;

WHEREAS, the Commencement Date and Expiration Date as outlined on page 1 of the Lease Agreement needs to be extended due to the delay in renovations and repairs to the space to be leased.

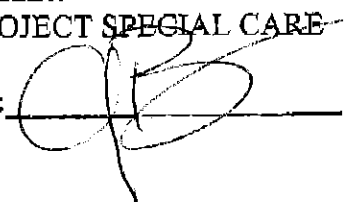
NOW THEREFORE, the parties hereby agree as follows:

1. The above recitals are incorporated by reference and made a part hereof.
2. The Commencement Date as outlined on page 1 of the Lease Agreement shall be extended, commencing on April 1, 2001 and expiring on May 31, 2004.
3. All other provisions and agreements of the Lease Agreement shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

  
 Print Witness Name J. SHORE  
 \_\_\_\_\_  
 Print Witness Name \_\_\_\_\_  
 \_\_\_\_\_  
 Print Witness Name \_\_\_\_\_  
 \_\_\_\_\_  
 Print Witness Name \_\_\_\_\_

Tenant:  
PROJECT SPECIAL CARE

By: 

Owner:  
ST. JOHNS COUNTY

\_\_\_\_\_  
Ben W. Adams, Jr.  
County Administrator