

RESOLUTION NO. 2008- 295

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF A LEASE FROM THE TOWN OF HASTINGS TO ST. JOHNS COUNTY FOR THE ST. JOHNS COUNTY MENTAL HEALTH DROP IN CLINIC AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID LEASE.

RECITALS

WHEREAS, the St. Johns County Mental Health has requested a Lease for a (12) month term with an option to renew an additional 12 months at the same rate which is attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the Hastings Branch of the St. Johns County Mental Health Drop In Clinic; and

WHEREAS, the Lease is for approximately 465 interior square feet within the Historical Hastings High School and is currently housing St. Johns County Mental Health Drop-In Clinic. The cost is \$8.00 per interior square foot at a cost of \$310.00 per month and CAM fees; and

WHEREAS, Tenant reserves the right to terminate Lease by giving Landlord a 30 day written notice of termination; and

WHEREAS, it is in the best interest of the County to accept this lease renewal to benefit the citizens in this area of St. Johns County.

NOW, THEREFORE BE IN 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 accepts the terms of the Lease Agreement and authorizes the County Administrator to execute said Lease.

Section 3. The Clerk of the Courts is instructed to record the original Lease Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 14th day of October, 2008.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Cyndi W. Stevenson
Cyndi Stevenson, Vice Chair



ATTEST: Cheryl Strickland, Clerk

By: Ram Halterman
Deputy Clerk

RENDITION DATE 10/16/08

Exhibit "A"

LEASE AGREEMENT

THIS LEASE, made and executed by and between THE TOWN OF HASTINGS, A Florida municipal corporation ("Landlord"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the described Premises, Other Areas and Common Areas, all in the manner and pursuant to the terms and conditions described herein.

ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS

Section 1.01: Parties.

(A) DATE OF LEASE:	November 1, 2008.
(B) NAME OF LANDLORD:	ADDRESS OF LANDLORD
TOWN OF HASTINGS, a Florida Municipal Corporation	6195 S. Main Street, Suite A Hastings, Florida 32145
(C) NAME OF TENANT:	ADDRESS OF TENANT:
St. Johns County, Florida For-St. Johns County Mental Health Department	c/o County Administrator 4020 Lewis Speedway St. Augustine, Florida 32095

Section 1.02 PERMITTED USE.

The property leased hereby shall be used solely and exclusively for public and governmental purposes including, but not limited to, offices for constitutional officers and staff, administrative offices, clerical functions, storage of public and governmental papers and assets, meeting facilities, and related parking.

Section 1.03: HISTORICAL HASTINGS HIGH SCHOOL.

Historic Hastings High School ("High School") shall mean the lands and improvements described in Exhibit "A", attached hereto and incorporated into this Lease.

Section 1.04: THE PREMISES.

The Premises shall consist of that portion of the High School that is hereby leased exclusively to the Tenant and identified by the crosshatching on the "Site Plan" attached hereto as Exhibit "B" and made a part hereof. Said Premises contain approximately 465 square feet.

Section 1.05 AREAS LEASED.

The areas leased by the Landlord to the tenant pursuant to this Lease include the Premises, and Other Areas and the Common Areas.

Section 1.06: THE OTHER AREAS.

The Other Areas shall consist of the parking spaces located near the entrances to the Premises. The number of parking spaces will include one (1) space for delivery vehicles and one (1) space for each regular County staff member serving the offices located in the Leased Premises.

Section 1.07 COMMON AREA.

"Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their officers, agents, employees, clients, invitee and customers.

Section 1.08: COMMENCEMENT DATE.

The Lease Term begins on and is due on November 1, 2008.

Section 1.09: LEASE YEAR.

A Lease year shall consist of twelve (12) consecutive calendar months commencing on the Commencement Date specified in Section 1.08.

Section 1.10: SCHEDULED LEASE TERM.

The term of this Lease shall be for twelve (12) months beginning on the Commencement Date and expiring on October 31, 2009, but if the Commencement Date is not the first day of the calendar, the Lease Term will expire on the last day of the calendar month in which the anniversary of the Commencement Date occurs. Tenant reserves the option to extend the Lease in 12 month increments, by giving Landlord written notice.

Section 1.11: CONDITIONS OF PREMISES.

The Tenant will take possession of the Premises without further improvement by the Landlord. The Landlord previously has renovated the Hastings High School generally and the leased premises in particular. 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 and at the Tenant's sole expenses.

Section 1.12: RENT.

Rent for the Lease Terms shall be Eight and no/100 (\$8.00) Dollars per interior square foot of the Premises per year, payable in equal monthly installments, in advance, without notice or demand, at Landlord's address or such other address as Landlord shall specify. This lease amount is calculated to be \$310.00 per month excluding CAM fees. See also Article 3 hereof.

Section 1.13 OPTION TO RENEW.

Tenants Option to Renew and the rental for the renewal term are set forth in Article 11.

Section 1.14: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the High School in fee simple free and clear of all liens and encumbrances, other than the restrictive encumbering the High School in favor of the St. Johns County School Board and/or any mortgages and notes given to secure financing for the renovation and repair of the facility, and that Landlord has full authority to enter into this Lease.

Section 1.15: TERMINATION OF LEASE.

Landlord acknowledges that Tenant reserves the right to terminate the Lease by giving Landlord a 30 day written notice at any time for the duration of the Lease without giving just cause.

ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUITE ENJOYMENT

Section 2.01; DEMISE.

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises, Other Areas and Common Areas to Tenant, and Tenant hereby rents same all in manner and under the conditions set forth in this Lease.

Section 2.02: USE OF COMMON AREAS.

Tenant and its officer's, agents, employees, clients, invitee and customers may use the Common Areas with other subject, however, to the terms and conditions of this Lease and to the Rules and Regulations reasonably adopted by the Landlord, which Rules and Regulations shall not unreasonably restrict the use of such Common Areas by the Tenant and its officers, agents, employees, clients, invitee and customers. "Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their officers, agents, employees, clients, invitee and customers. The Common Areas shall be maintained by Landlord.

Section 2.03: QUITE ENJOYMENT.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, 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 section of this Lease, the Tenant's obligation to pay Rent and to make payments to Landlord under this Lease is limited sole only to payment from the funds of the Tenant described in the following covenant and solely and only in the manner and to the extent described in this Article and in such covenant.

Section 3.02 COVENANT TO BUDGET AND APPROPRIATE.

The Tenant covenants and agrees to appropriate in its annual budget, by amendment, if necessary, solely from Non-Ad Valorem Funds as defined in this Article lawfully available for such purposes in each Lease Year. The Tenant, however, does not promise as a part of this covenant to maintain any of specific services or programs now or later provided or maintained by the Tenant which generate Non-Ad Valorem Funds.

This covenant to budget and appropriate lawfully available Non-Ad valorem Funds shall not create any lien upon or pledge of such Non-Ad Valorem Funds; shall not hinder, restrict or preclude the Tenant from pledging in the future its Non-Ad Valorem Funds; shall not require the Tenant to levy and collect any particular Non-Ad Valorem Funds; shall not preclude the Tenant from making the same or similar covenant for other

contractual indebtedness; and shall not give the Landlord any prior claim on the Tenant's Non-Ad Valorem Funds as opposed to claims of general creditors of the County. This covenant to appropriate lawfully available Non Ad Valorem Funds is subordinate and subject in all respects to the prior payment of Tenant obligations secured by a pledge or pledges of all or any of Tenant's Non-Ad Valorem Funds heretofore or hereinafter made on entered into including the payment of debt service on bonds and other debt instruments. The Tenant's covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein is also subject in all respects to the restriction of Florida laws regulating county budgets, including Section 129.07, Florida Statutes, as amended, and is subject further to the prior payment from Non-Ad Valorem Funds of services and programs which (i) are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Tenant and/or (ii) are legally mandated or required by applicable law and/or (iii) are for the services for which the revenues were received. The Tenant's determination that a service is an essential public purpose shall be conclusive and final.

"Non-Ad Valorem Funds" shall mean all revenues of the Tenant derived from any source whatsoever other than (i) ad valorem taxation on real or personal property, (ii) pledged non-ad valorem revenues, (iii) assessments, and (iv) revenues that are restricted by law or contract to other uses.

ARTICLE 4 **UTILITIES**

Section 4.01: PARTIES RESPECTIVE OBLIGATIONS.

Tenant shall contract and pay for all electrical and telephone utilities used or consumed in the Premises; provided, that Landlord shall first furnish the meters or other devices necessary to determine the amount of use or consumption within the Premises. Landlord shall provide all necessary and appropriate water, sewage and solid waste removal services to and for the High School, including the Leased Premises. The Landlord will provide at its cost a separate water meter for the leased premises, and the Tenant shall pay the water and sewer fees as established by the Town of Hastings for such services. Solid waste and garbage fees will be included in the common area maintenance fees paid by the Tenant.

ARTICLE 5 **MAINTENANCE, OPERATION AND REPAIR**

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 al all other improvements of the High School in good repair. Landlord, however, 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, (trade or otherwise), equipment or inventory; (c) Tenant's use or occupancy of the Premises in violation of this Leases or in a manner not consistent herewith; or (d) the acts or omissions of Tenant, 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 expense, shall keep the Premises, including all glass in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. If Tenant fails to do so, Landlord, after notice, may perform these duties, and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days request.

Section 5.03: SIGNS, AWNINGS, AND CANOPIES.

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

Section 5.04 LIENS.

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

Section 5.05 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 its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair damage caused thereby.

Section 5.06: COMMON AREA MAINTENANCE PAYMENTS.

In addition to the Rent described in Section 1.12, above, the Tenant is obligated to pay its prorata share of maintaining the Common Areas of the High School facility. The Tenant's prorata monthly share shall be determined in accordance with the following formula. The quotient of the square footage of the interior floor space of the premises

rented as divided by the total square footage of the interior floor space of the entire High School times the total monthly costs of maintaining the entirety of the Common Areas. In other words, the fee will total the percentage of the Common Expenses equal to the percentage of the total interior floor space of the High School rented by the Tenant. The amount of the monthly Common area costs will be determined by average the most recent six (6) months of maintaining the entirety of the common Areas.

The costs of maintaining the common area grounds will include only the costs of the normal, regular maintenance of these grounds. The Tenant shall pay the Common Area Maintenance Payments on a prorated monthly basis with the first payment due 45 days after the date of the commencement of the Lease Term and the following payments due at the same day of each month thereafter to and including the month after the termination of the initial Lease Term.

ARTICLE 6 **INSURANCE**

Section 6.01: TENANT'S COVERAGE.

Tenant shall be responsible for insuring its personal property on the Premises and may maintain, at its expense, comprehensive or commercial general liability insurance for the Premises, Other Areas and/or Common Areas. The Landlord shall be named as a coinsured on the Tenants liability policy.

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"). To the extent that the cost of repairing the damages is less than fifty (50%) percent of the cost of completely replacing the Premises, the damages shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. If an occurrence causes damage and (i) the Premises are damaged to the extent that the cost of repairing the damage is fifty (50%) percent or more of the cost of completely replacing the Premises, or (ii) the building of which the Premises are a part is damaged to the extent that the cost of repairing the damage is twenty-five (25%) percent or more of the cost of completely replacing the building, or (iii) the buildings, taken in the aggregate in the High School shall be damaged to the extent that the cost of their repair is more (25%) percent of the cost of their complete replacement, Landlord, at its election, either promptly shall repair or rebuild the Premises and the buildings, or shall terminate this Lease by written notice to Tenant within ninety (90) days after the Occurrence. If the Occurrence renders twenty-five percent (25) or less of the Premises untenable and Tenant elects to utilize the

portion not rendered untenable during Landlord's repairs, a proportionate abatement of the end shall be allowed from the Occurrence Date until the date Landlord completes its repair and restoration. Said proportion shall be computed on the basis of the relation which the gross square footage of the untenable Premises space bears to the interior floor area of the Premises. If more than twenty five (25%) percent of the premises is rendered untenable, or if Tenant elects not to utilize the Premises for its intended purpose during the Landlord's repairs, then if and until Landlord restores the High School to the condition it was in on the Commencement Date, the Tenant's obligation to pay Rent shall cease from the date of the Occurrence until full repair and restoration. 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. In the event this Lease is terminated pursuant to this Article 7, the Tenant shall not be obligated to make any monthly Rental installment payments subsequent to the date of the Occurrence and all obligations to pay Rent that would have accrued subsequent to such date shall cease.

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 High School in the same condition as when possession of the Premises was initially delivered to Tenant.

ARTICLE 8 **DEFAULT AND REMEDIES**

Section 8.01: TENANT DEFAULT.

If Tenant fails to:

- (i) Pay all or any monthly installments of the Rent or any other sum due to the Landlord from Tenant hereunder within 30 days after Landlord notifies Tenant that such sum is past due;
- (ii) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord;
- (iii) Take appropriate action within ten (10) days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the non payment terms covenants and conditions hereof, or
- (iv) Conform with the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured Landlord; then Tenant shall be in default.

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 termination occasioned by Tenant's default, and the Tenant shall pay remainder of the Lease Term; provided,

however, that the amounts reduced by the amount of rents, if any, received from replacement 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.

If Landlord fails to:

- (i) Take appropriate action within ten (10) days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions hereof; or
- (ii) Conform with the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within sixty (60) days following written notice from Tenant; then Landlord shall be in default.

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 to 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.

ARTICLE 9
ASSIGNMENT AND SUBLETTING/RENTAL OF
OTHER PORTIONS OF HIGH SCHOOL.

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 High School to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a first class office building.

ARTICLE 10
HAZARDOUS SUBSTANCES.

Section 10.01: HAZARDOUS SUBSTANCES.

- (a) Neither Tenant, nor any permitted assignee, sub lessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store, or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, the High School or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.
- (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 ("CERCLA"); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal or Florida 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 the Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 11.02 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 11.03 CAPTIONS.

The captions and headings in all this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Article of Sections of the Lease.

ARTICLE 12
RIGHT OF FIRST REFUSAL

Section 12.01: RIGHT OF FIRST REFUSAL.

As additional consideration for this Lease, Landlord grants to Tenant a right of first refusal as to any proposed disposition of the High School during the original or renewal term of this Lease. In the event Landlord receives an offer to acquire the High School under terms acceptable to Landlord, which terms Landlord hereby affirms must comply with the covenants and restrictions encumbering the High School in favor of the St. Johns County School Board; Landlord shall convey the terms of such offer to Tenant which shall have sixty (60) days within which to elect to purchase the High School on the same terms and conditions in the offer. If the Tenant does not elect to purchase, Landlord may accept the offer or and this Right of First Refusal shall terminate. In the event Landlord convey the High School to a person or entity other than the Tenant, the Landlord shall insure that such person or entity takes the High School subject to this Lease.

ARTICLE 13 **MISCELLANEOUS**

Section 13.01: SEVERABILITY.

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

Section 13.12 EXECUTION IN COUNTERPARTS.

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

Section 13.13: CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of an Article or Sections of the Lease.

ARTICLE 14 **RADON DISCLOSURE**

Section 14.01 RADON GAS.

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 periods 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 (8), F.S.)

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

TOWN OF HASTINGS,
A Florida Municipal Corporation
By: _____
Its Mayor

ST. JOHNS COUNTY, a political
Subdivision of the State of Florida
By: _____
Michael D. Wanchick
County Administrator

Attest: _____
Its Clerk

Attest: Cheryl Strickland, Clerk
By: _____
Deputy Clerk

(Town Seal)

(County Seal)

EXHIBIT "A"
HISTORIC HASTINGS HIGH SCHOOL
SUITE "G"