

RESOLUTION NO. 2010-

136

**RESOLUTION APPROVING THE TERMS AND RATIFYING THE EXECUTION OF A 1<sup>ST</sup> AMENDMENT TO LEASE AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE FOR EXPANSION OF THE ST. JOHNS COUNTY JAIL.**

**RECITALS**

**WHEREAS**, on March 11, 1997, the Board of County Commissioners of St. Johns County adopted Resolution No. 97-40, approving the terms of a certain Lease Agreement between St. Johns County, (County) and the State of Florida Department of Juvenile Justice, (DJJ) for a parcel of County owned land on which the DJJ constructed certain improvement to house juveniles; and

**WHEREAS**, due to State budgeting restraints and the need to expand the St. Johns County Jail, the County and DJJ have agreed to release a portion of the leased area to satisfy the needs of the County; and

**WHEREAS**, the 1<sup>st</sup> Amendment to Lease Agreement, attached hereto as Exhibit "A", incorporated and made a part hereof, between the County and DJJ will allow for the release of the land previously used by DJJ for an exercise yard then the conversion of a new exercise area to be used by the DJJ inmate population; and

**WHEREAS**, this Resolution is to ratify the action taken by County Administrator Michael D. Wanchick, which was based on direction given by the Board of County Commissioners to the County Administrator on June 15, 2010 to execute the 1<sup>st</sup> Amendment to Lease with DJJ; and

**WHEREAS**, the signatory page of Exhibit "A" is fully executed by both the County Administrator Michael D. Wanchick, and Department of Juvenile Justice Deputy Secretary Rod Love, said document being hereby witnessed and notarized; and

**WHEREAS**, the Guaranteed Maximum Price of the conversion of the new exercise area is provided in the Summary of Estimate from Allstate Construction, Inc., and is \$209,846.00, attached hereto as Exhibit "B", incorporated and made a part hereof; and

**WHEREAS**, it is agreed that the County will transfer the funding in the amount of \$209,846.00 to DJJ as cost incurred for the construction of the new exercise area upon the adoption of this Resolution. This funding amount shall be audited by the County and DJJ and any residual balance after payment in full to Allstate Construction, Inc., shall be refunded to the County; and

**WHEREAS**, there is a provision in the 1<sup>st</sup> Amendment which states the County will also fund an additional \$15,154.00 for any unforeseen expenses for a total not to exceed

amount of \$225,000.00 in order to provide cost neutrality to DJJ, while at the same time capping the monetary exposure of the County, without further consideration or approval from the County; and

**WHEREAS**, the 1<sup>st</sup> Amendment to Lease also states the County shall construct a sight and sound barrier to DJJ specifications. This shall be constructed prior to occupancy of the released land by County and the cost estimate is \$50,000.00, as provided by St. Johns County Construction Services Department; and

**WHEREAS**, it is agreed by the County and DJJ that the survey, attached hereto as Exhibit " C ", incorporated and made a part hereof, identifies the released area and this area will not be used by the County until the completion of the converted exercise area; and

**WHEREAS**, it is in the best interest of the County to accept this 1<sup>st</sup> Amendment to Lease Agreement to benefit St. Johns County, and ratify the execution of the 1<sup>st</sup> Amendment by the County Administrator.

**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 1<sup>st</sup> Amendment to Lease Agreement, and ratifies the County Administrator's execution of the 1<sup>st</sup> Amendment to the Lease Agreement on behalf of the County.

**Section 3.** The Board of County Commissioners hereby approves of the needed improvements and expenditure of the conversion of the new exercise area.

**Section 4.** To the extent that there are scrivener's, typographical and or administration 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 5. The Clerk of the Courts is instructed to record the 1<sup>st</sup> Amendment to 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 20<sup>th</sup> day of July, 2010.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:

  
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 7/21/10

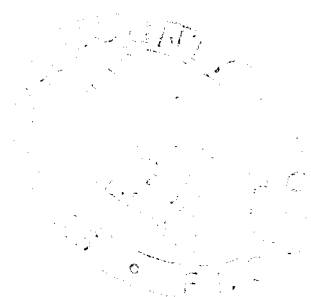


EXHIBIT "A" TO RESOLUTION  
1<sup>ST</sup> AMENDMENT TO LEASE AGREEMENT

**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, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 as ("County") and **State of Florida, Department of Juvenile Justice**, whose address is Alexander Building, Suite 1210, 2737 Centerview Drive, Tallahassee, Florida 32399-3100 as ("DJJ")

**Recitals:**

**WHEREAS**, on March 11, 1997, the Board of County Commissions of St. Johns County adopted Resolution No. 97-40, approving the terms of a certain Lease Agreement, attached hereto as **Exhibit "A"**, incorporated and made a part hereof; between St. Johns County, (County) and the State of Florida, Department of Juvenile Justice, (DJJ) for a parcel of County owned land on which the DJJ constructed certain improvements, and

**WHEREAS**, Both parties agree to release the existing athletic field upon completion of all renovations to DJJ's new exercise area. Said athletic field identified as Site "A" and shown in Exhibit "B", incorporated and made a part hereof shall not be released until DJJ has inspected and approved all renovations, and

**WHEREAS**, County agrees to fund the full expense of converting the new exercise area as shown as Site "B" on the attached "Exhibit B". The Summary of Estimate from Allstate Construction, Inc., attached hereto as Exhibit "C", incorporated and made a part hereof has estimated that amount at \$209,846.00. The County will make payable a check to DJJ in the amount of \$209,846.00 prior to construction starting with Allstate Construction.

**WHEREAS**, DJJ shall be responsible for issuance of all payments for converting the new exercise area (not to exceed \$209,846.00) upon receipt of invoices.

**WHEREAS**, County agrees to fully fund up to an additional \$15,154.00, which would represent a total not to exceed amount of \$225,000.00. By providing additional funds for unforeseen expenses, it is the desire of the County to provide project cost neutrality to DJJ, while at the same time capping the monetary exposure of the County, without further consideration and/or approval from the County.

**WHEREAS**, the funding cost of \$209,846.00 for the conversion of the new exercise area shall be audited by DJJ and the County and any residual balance after payment in full to Allstate Construction, Inc. for this specific construction improvement shall be refunded to the County; and

**WHEREAS**, Both Parties agree that the existing athletic field will not be released until construction of the sight and sound barrier between Site "A" and the remaining original leased area as depicted on the attached "Exhibit B" map has been completed. DJJ's Facility Services Project Manager shall supervise the converting of the new exercise area; and

**WHEREAS**, the county shall construct a sight and sound barrier in accordance with Exhibit "D" between Site "A" and the remaining original leased area as depicted on the attached "Exhibit B". The County shall fully fund and supervise the construction of the sight and sound barrier.

**WHEREAS**, it is agreed by the County and DJJ that the sketch and description, attached hereto as Exhibit "E", incorporated and made a part hereof, identifies the area to be released. Upon completion of all renovations, construction, and approval by DJJ both parties agree DJJ shall have no further liability for the area exercise yard identified as Site "A" and shown on Exhibit "B"; and

**WHEREAS**, both parties agree to strictly adhere to the separation core component of the JJDP Act attached hereto as "Exhibit F".

WHEREAS, all other terms and conditions of the original Lease adopted by Resolution No. 97-40 shall remain in effect; and

WHEREAS, it is in the best interest of the County to accept this 1<sup>st</sup> Amendment to Lease Agreement for the expansion needs of the St. Johns County Sheriff Office.

NOW THEREFORE, the parties hereby agree as follows:

Section 1. The above recitals are incorporated by reference into the body of this 1<sup>st</sup> Amendment of Lease.

Section 2. The Lease entered into between the County, and State of Florida, Department of Juvenile Justice on March 11, 1997, and adopted by Resolution No. 97-40 shall remain applicable and enforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective on the later date below.

Witnesses as to Lessor:

1) Sharon Raymond  
Print Name Sharon Raymond

2) Linda White  
Print Name Linda White

Lessor:  
St. Johns County, a Political Subdivision  
In the State of Florida

By: [Signature]  
Michael Wanchick,  
County Administrator

Date: 6-22-10

Approved as to Form and Legality

By: Michael D. Hunt  
Deputy County Attorney

Date: June 21, 2010

STATE OF FLORIDA  
ST. JOHNS COUNTY

The foregoing instrument was acknowledged before me this 22 day of June, 2010, by Michael D. Wanchick, as County Administrator, who is personally know to me or who has produced personally known as identification.  
(Seal/Stamp)

Sharon Raymond Notary Public  
Sharon RAYMOND  
(Name of Notary, typed/printed)  
Commission Number: DD 776989  
Commission Expires: 4/8/2012



Witnesses as to Lessee:

1)

Darryl Olson  
Assistant Secretary

2)

Richard Haire  
Richard Haire  
Leasing Director

Approved as to Form and Legality

By: J. White Mitten  
Assistant General Counsel

Lessee:  
State of Florida  
Department of Juvenile Justice

By: Rod Love  
Rod Love  
Deputy Secretary

Date: 6/16/2010

Date: 6/16/10

STATE OF FLORIDA  
DEPARTMENT OF JUVENILE JUSTICE

The foregoing instrument was acknowledged before me this 16 day of June, 2009,  
by Rod Love, as Deputy Secretary, who is personally know to me or who  
has produced \_\_\_\_\_ as identification.  
(Seal/Stamp)

Jeri R. Bennett Notary Public  
Jeri Bennett  
(Name of Notary, typed/printed)  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



## EXHIBIT "A"

### LEASE AGREEMENT

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

#### WITNESSETH:

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

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

1. **DESCRIPTION OF SITE:** The property subject to this Lease, is situated in the County of St. Johns particularly described in Exhibit A attached hereto and hereinafter referred to as the "Leased Site".
2. **TERM:** The term of this Lease shall be for a period of fifty (50) years, commencing on the last signature date of this Lease Agreement unless sooner terminated pursuant to the provisions contained within this Lease Agreement. The LESSOR hereby Leases to the LESSEE and the LESSEE hereby leases from the LESSOR the above described Leased Site for the term set out in this Lease and the LESSEE agrees to pay the LESSOR the sum of One Dollar (\$1.00) per year which amount shall be rendered to the LESSOR in one payment of \$50.00 upon submission of this lease to the County for acceptance. Further, LESSOR herewith offers the LESSEE the right

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MAINTENANCE, REPAIRS AND DESTRUCTION OF IMPROVEMENTS:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**Notice to the LESSOR shall be addressed to:**

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

**Notice to the LESSEE shall be addressed to:**

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

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

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

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

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

**ATTEST:** Cheryl Strickland, Clerk

**LESSOR: ST. JOHNS COUNTY**

*Imma Paetli*  
By: Deputy Clerk

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

Laura Taylor  
Printed Name

Date: MAR 14 1997

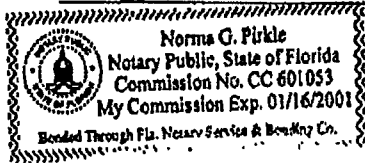
*Laura Taylor*  
Witness

Greg S. Flint  
Printed Name

*Greg S. Flint*  
Witness

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

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



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

**LESSEE: STATE OF FLORIDA  
DEPT. OF JUVENILE JUSTICE**

*Carolyn H. Watson*  
Witness

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

*Woodrow W. Harper*  
Witness

DATE: 3/26/97

STATE OF FLORIDA  
COUNTY OF LEON

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



CAROLYNN W WATSON  
My Commission CC458108  
Expires May, 02, 1999  
Bonded by HAI  
800-422-1655

Carolyn W. Watson Notary Public

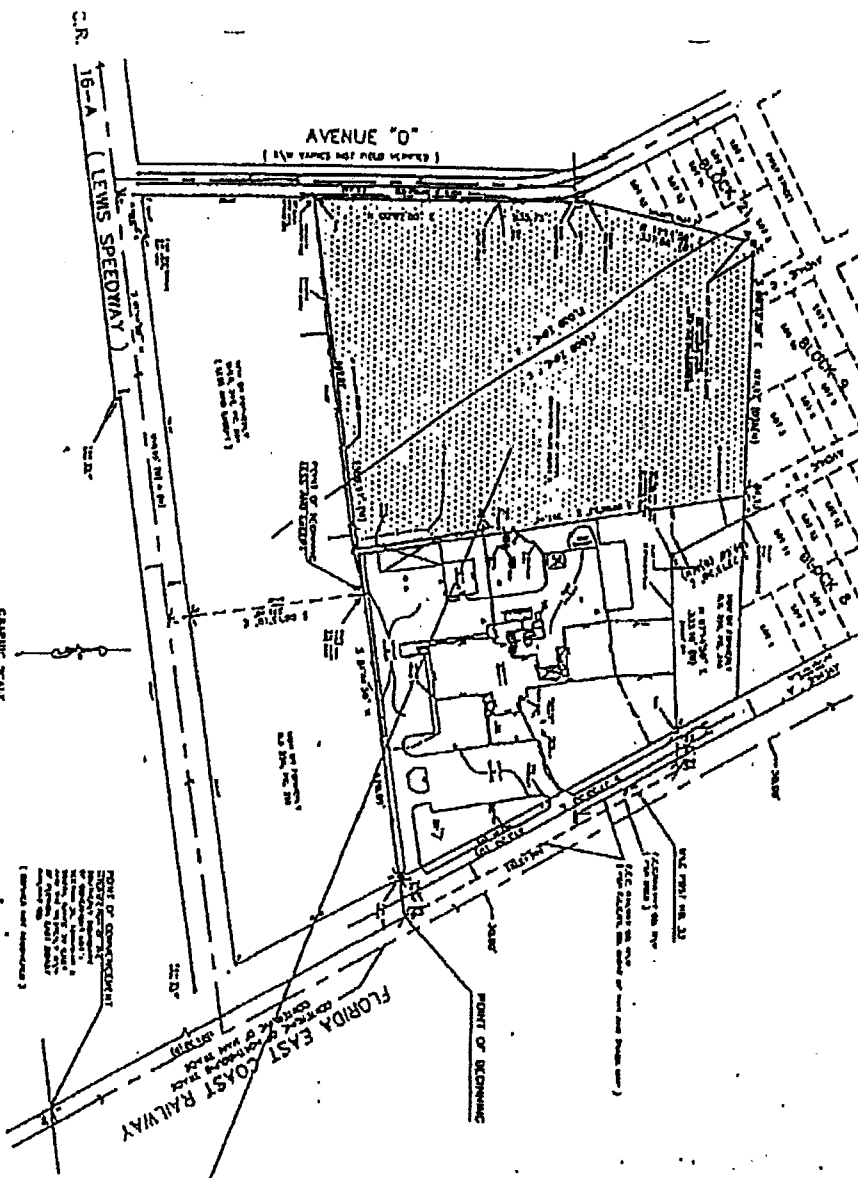
(Name of Notary, typed or printed)

Commission Number: \_\_\_\_\_

Commission Expires: 5/2/99

Exhibit 'A'

MAP SHOWING  
BOUNDARY SURVEY  
OF



Approximately 11 Acres, more or less

THIS MAP SHOWS THE BOUNDARY SURVEY OF THE PARCEL OF LAND DESCRIBED IN THE FOREGOING, AND THE LOCATION OF THE POINTS OF BEGINNING, TERMINATION, COMMENCEMENT AND END OF THE SAME. THE SURVEY WAS MADE BY THE SURVEYOR GENERAL OF THE STATE OF FLORIDA, AND THE RESULTS THEREOF ARE HEREBY CERTIFIED TO BE CORRECT AND ACCURATE. THE PARCEL OF LAND IS LOCATED IN THE COUNTY OF ... STATE OF FLORIDA. THE SURVEY WAS MADE ON THE ... DAY OF ... A.D. 19... AND THE RESULTS THEREOF ARE HEREBY CERTIFIED TO BE CORRECT AND ACCURATE. THE PARCEL OF LAND IS LOCATED IN THE COUNTY OF ... STATE OF FLORIDA. THE SURVEY WAS MADE ON THE ... DAY OF ... A.D. 19... AND THE RESULTS THEREOF ARE HEREBY CERTIFIED TO BE CORRECT AND ACCURATE.

NOTE: - DISTANCE SURVEY  
- DISTANCE SURVEY  
- DISTANCE SURVEY

<p>1. ...</p>	<p>2. ...</p>	<p>3. ...</p>	<p>4. ...</p>	<p>5. ...</p>	<p>6. ...</p>	<p>7. ...</p>	<p>8. ...</p>	<p>9. ...</p>	<p>10. ...</p>
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# Exhibit "B" to 1st Amendment of Lease Agreement



St. Johns County  
Real Estate Division  
(904) 209-0794  
July 28, 2009

## Proposed Lease Modification Department of Juvenile Justice

0 25 50 100  
Feet

2008 Aerial Imagery

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





**ALLSTATE  
CONSTRUCTION, INC.**

*Setting the Standard for Service*

"EXHIBIT C"

June 10, 2010

Mr. John Long, Project Administrator  
Facilities Services  
Department of Juvenile Justice  
2737 Centerview Drive  
Tallahassee, Florida 32399-3100

RE: St. John's Juvenile Residential Facility  
Exterior Sitework

Dear John:

Please accept this correspondence as a Guaranteed Maximum Price (GMP) for the referenced project.

**Description of Work:**

This Guaranteed Maximum Price (GMP) includes the relocation of two (2) 12' wide X 50' long portable buildings, including the associated power supply; the demolition of two (2) basketball courts; the construction of one (1) new basketball court; the removal of existing fencing; the reinstatement of some of the relocated fencing, and the installation of additional fencing and gate; the installation of fence and razor wire on the affected building; and the relocation of one exterior, four (4) lamp light pole and installation of new power supplies to the relocated maintenance/storage buildings.

**Qualifications and Assumptions:**

The following qualifications and assumptions were made in preparation of the estimate:

1. This estimate is prepared in accordance with the provisions of The Agreement between the Owner and Construction Manager, and the scope outlined during the site visit on October 7, 2009.
2. Access to the facility will be available during daylight hours to maximize performance.
3. This proposal is based upon today's market conditions, and may not be honored if not accepted within thirty (30) days.

**Exclusions:**

None

CORPORATE OFFICE  
5718 Tower Road  
Tallahassee, FL 32303  
(850) 614-1004  
Fax (850) 514-1206

2523 Herschel Street  
Jacksonville, FL 32204  
(904) 888-9845  
Fax (904) 888-9892

1301 SW 37th Avenue  
Suite 105  
Ocala, FL 34474  
(352) 401-6699  
Fax (352) 620-8431

5421 Beaufort Center Blvd.  
Suite 650  
Tampa, FL 33634  
(813) 886-8377  
Fax (813) 886-8309

**Alternates:**

None

**Allowances:**

Allowances are included for the Engineering and Plans Review/inspection services as it has not been determined that these services would be required.

**Guaranteed Maximum Price (GMP):**

The Guaranteed Maximum Price (GMP): Two Hundred Nine Thousand, Eight Hundred Forty-Six Dollars and No Cents (\$209,846.00).

A detailed Summary of Estimate is attached. The design work, if required, will commence immediately after receipt of the Notice to Proceed, and it should not take more than two(2) weeks to complete. Subsequent to the completion of the design work and issuance of the permit, it should take approximately six (6) weeks to complete the project.

Sincerely Yours,



Stu Griffith  
Project Manager

Attachment: Summary of Estimate



**Allstate Construction, Inc.**  
**SUMMARY OF ESTIMATE**

DIRECT COSTS							
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL		
<b>SUPERVISION:</b>							
01-664	SUPERINTENDENT:	6/WKS	\$1300/WK		7800		
01-660	PART TIME PROJECT MANAGER	64 HRS	\$43/HR		2752		
01-006	LABOR BURDEN				5170		
<b>GENERAL REQUIREMENTS:</b>							
01-511	JOBSITE COMMUNICATIONS	6 Wks	\$25/wk		150		
01-513	JOBSITE TOILET	2 MO	\$95/Mo		190		
01-531	SAFETY	LC			75		
01-624	SMALL TOOLS/ BLADES/ BITS	LS			50		
01-634	DUMP/TRASH FEES	3 LOAD	\$400/Load		1200		
01-709	POSTAGE/FREIGHT	6 EA	\$15/Ea		90		
01-710	PRINTING COSTS	LS	\$150		150		
01-724	ENGINEERING FEES (Allowance)	LS					2500
01-726	BUILDING PERMIT/INSPECTION FEES (Allowance)	LS					1750
01-750	TRAVEL:	2622 Miles	\$0.445/mi				1167
<b>SUBCONTRACTED WORK:</b>							
02-001	Sitework: Relocate Portable Buildings						6500
02-050	Demolition: Demo 2 Basketball Courts						12800
02-832	Fencing:						17798
	Remove 312' and reinstall approx. 188'						1985
	Enclose Drain						41850
	Furnish & Install approx. 428' of 14'high w/rat wall						8857
	Furnish & Install 60' from BB Court to fence						11882
	Furnish and Install 250' of 5' high on building						5939
	Furnish & install 30' of 12' high fence w/2gates						6889
03-300	Concrete: Pour new court area 32' X 56'						7200
11-020	Security Equipment						21600
16-100	Electrical: Move pole and rewire 2 buildings						
<b>TOTAL DIRECT COSTS</b>					<b>15722</b>	<b>1,905</b>	<b>150417</b>

**St. John's County**  
**Juvenile Residential Facility**  
**Fencing Modification**

GMP Submittal

Department of Juvenile Justice

Stu 06/10/10

**Allstate Construction, Inc.  
SUMMARY OF ESTIMATE**

INDIRECT COSTS			AMOUNT	TOTAL	SUBTOTAL
	DIRÉCT COST FORWARD		15722	1,905	150417
	TOTAL LABOR		16722		
	TOTAL MATERIAL		1805		
	TOTAL SUB/ OTHER		160417		
	<b>SUBTOTAL</b>		168044		
01-001	CONTINGENCY - 5%		8402		
	7% USE TAX		133		
	<b>SUBTOTAL</b>		176580		
01-600	GEN. LIABILITY/BUILDERS RISK INS.		2472		
01-600	BOND		1421		
01-600	INSURANCE SURCHARGE - 1%		38		
	<b>ECOW</b>		180513		
01-002	CM FEE(ECOW(16.25-ECOW/80000)/100		29333		
	<b>GMP</b>		<b>\$ 209,846</b>		

**St. John's County  
Juvenile Residential Facility  
Fencing Modification**

**GMP Submittal**

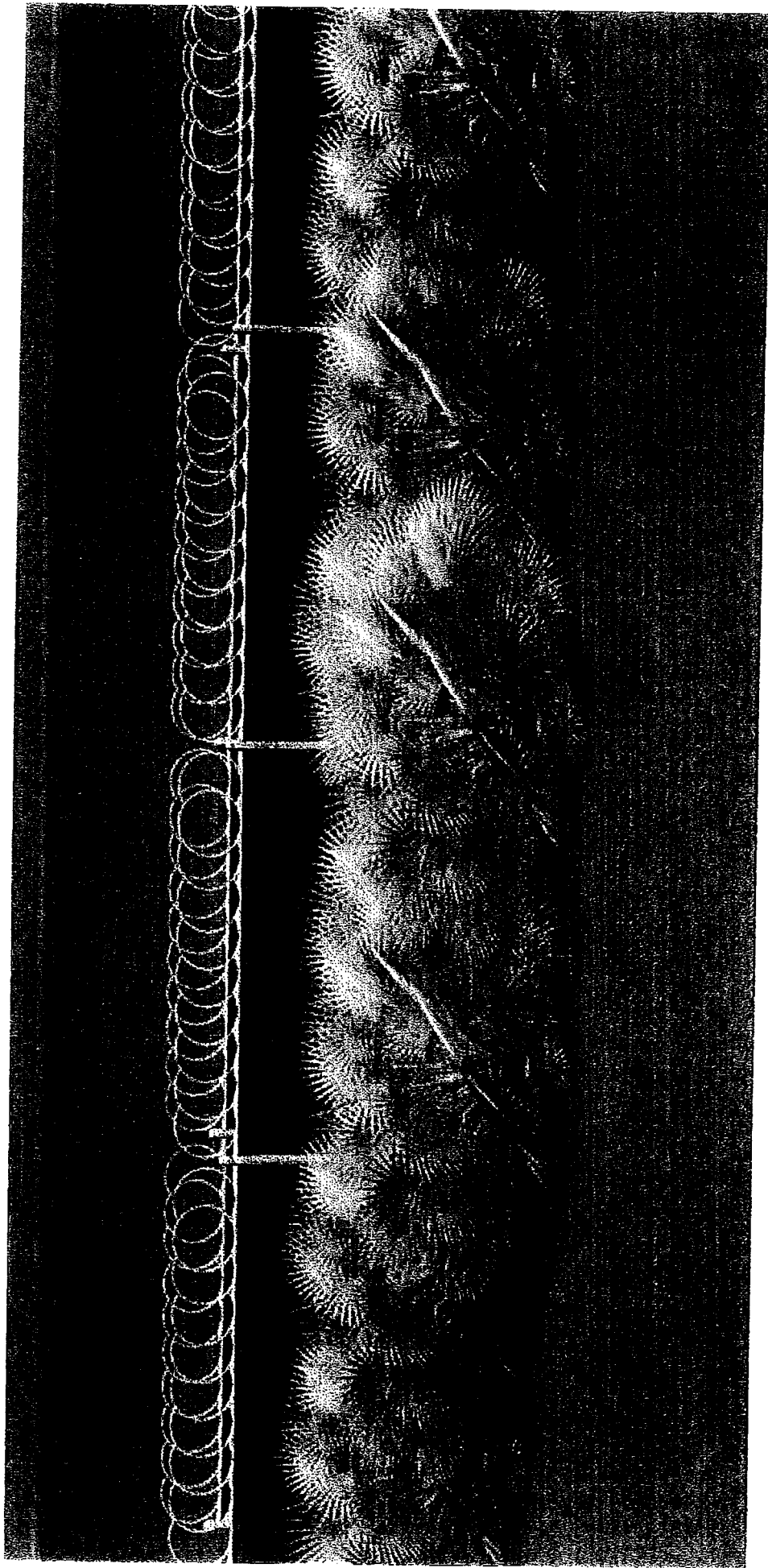
EXHIBIT "D"

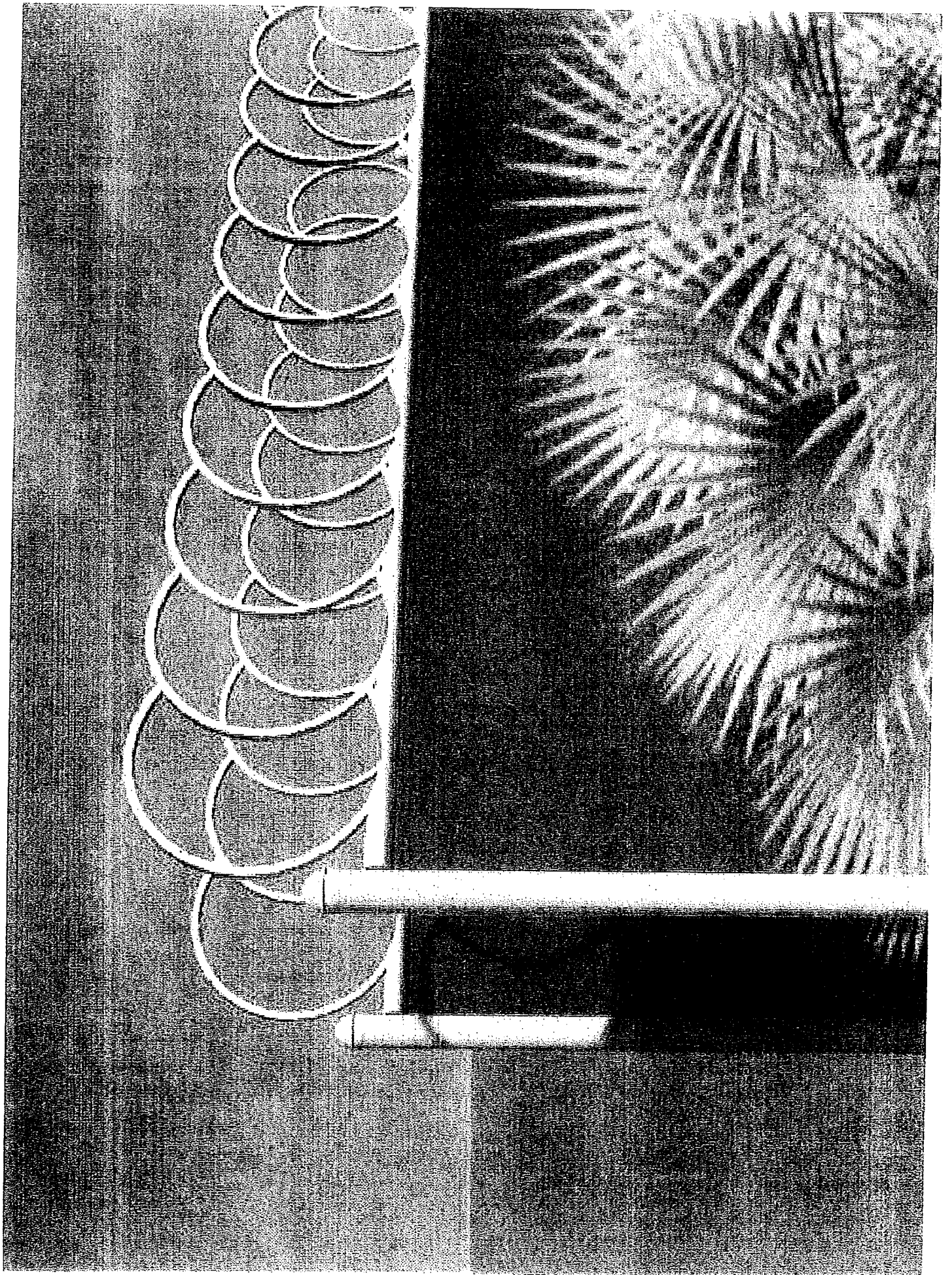
SIGHT AND SOUND BARRIER  
DEFINITION

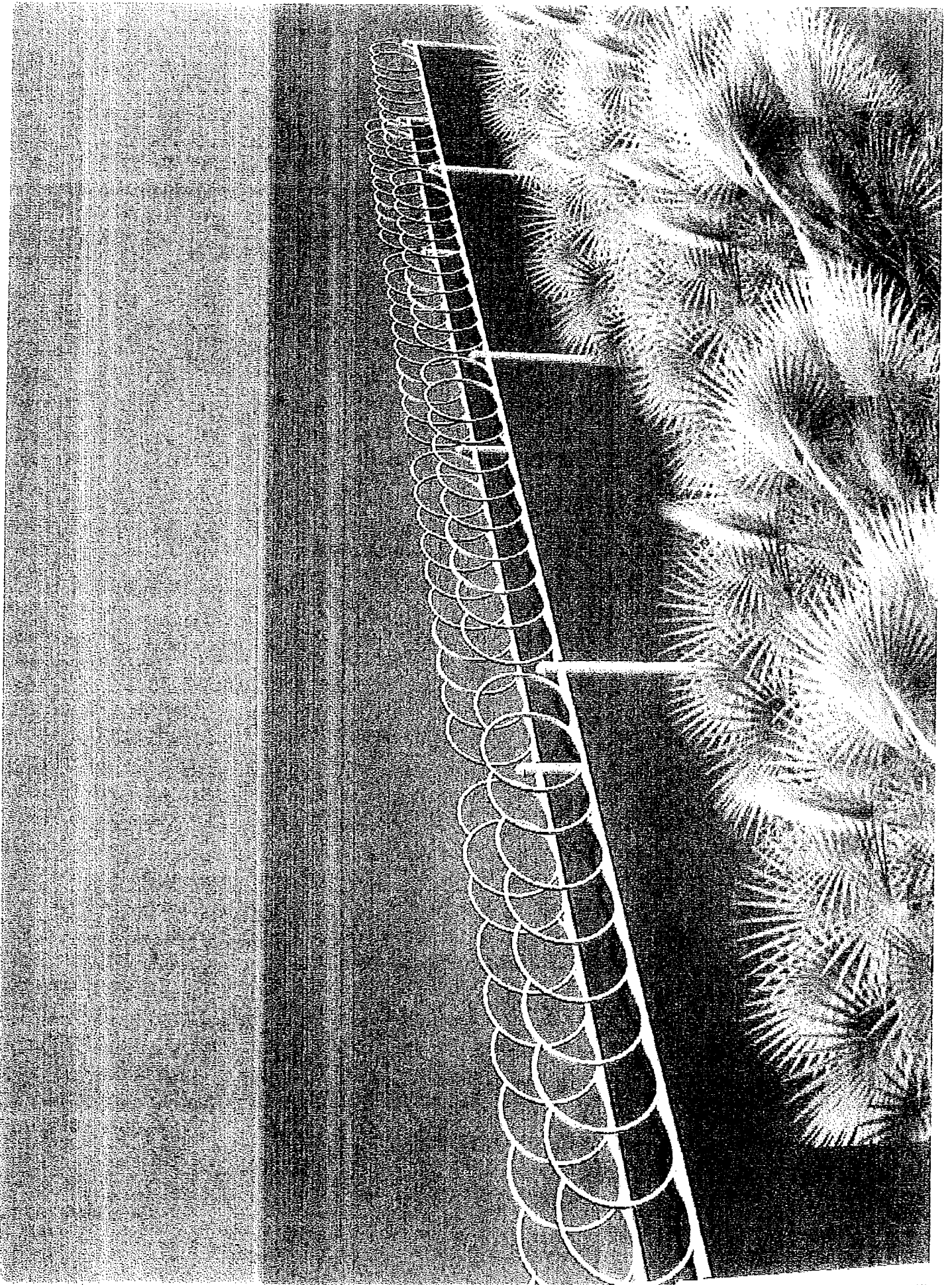
Separation between juveniles and adults such as that there could be no sustained sight or sound contact between juveniles and incarcerated adults in a facility is hereby outline that separation can be achieved architecturally or through time-phasing of common use nonresidential areas. As stipulated in 28 C.F.R. SS 31.303(e)(i)(c).

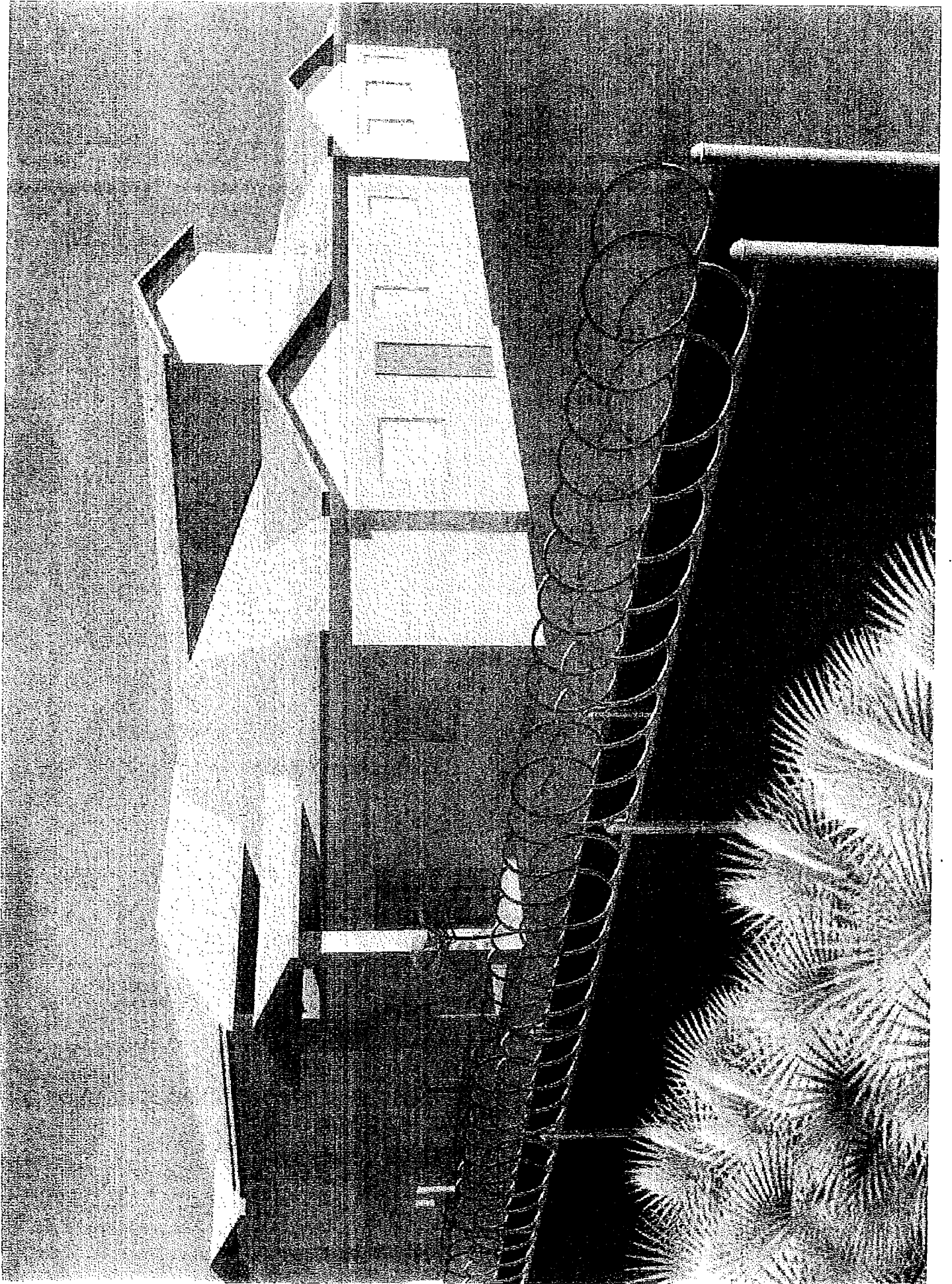
The term contact includes any physical or sustained sight or sound contact between juvenile offenders in a secure custody status and incarcerated adults, including inmate trustees.

Sight contact is defined as clear visual contact between incarcerated adults and juveniles within close proximity of each other. Sound contact is defined as direct oral communication between incarcerated adults and juvenile offenders. Separation must be accomplished architecturally or through policies and procedures in all secure areas of the facility which include, but are not limited to, such areas as admissions, sleeping, and shower and toilet areas. Brief and inadvertent or accidental contact between juvenile offenders in a secure custody status and incarcerated adults in secure areas of a facility that are not dedicated to use by juvenile offenders and which are nonresidential, which may include dining, recreational, educational, vocational, health care, sally ports or other entry areas, and passageways (hallways), would not require a facility or the State to document or report such contact as a violation. However, any contact in a dedicated juvenile area, including any residential area of a secure facility, between juveniles in a secure custody status and incarcerated adults would be a reportable violation.



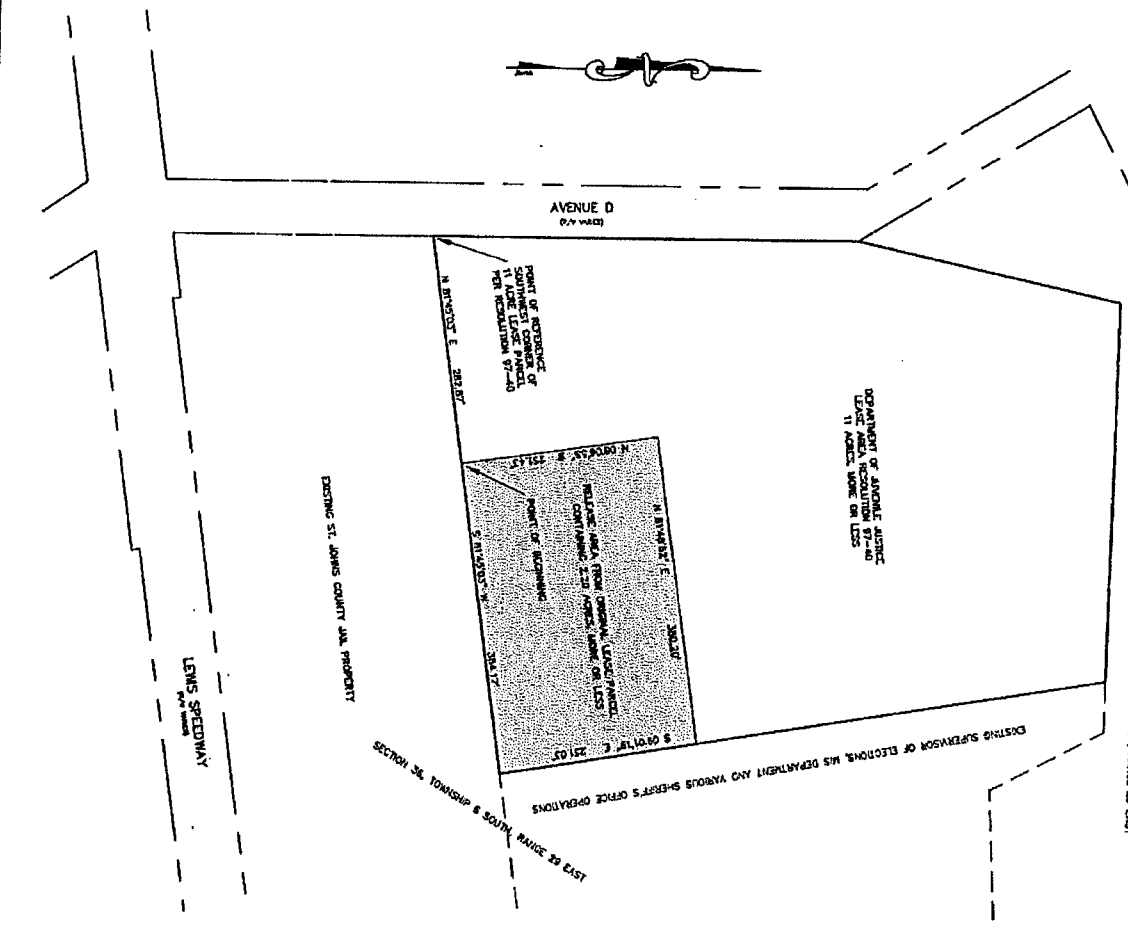






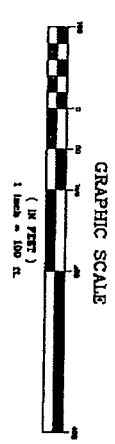
**EXHIBIT "E"**

SECTION 36, TOWNSHIP 6 SOUTH, RANGE 29 EAST



MAP SHOWING SKETCH AND DESCRIPTION OF A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF THE 11 ACRE LEASE PARCEL TO DEPARTMENT OF JUVENILE JUSTICE PER RESOLUTION 97-40; THENCE NORTH 81°45'03" EAST, ALONG THE SOUTHERLY LINE OF SAID LEASE, A DISTANCE OF 282.87 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08°06'58" WEST A DISTANCE OF 251.43 FEET; THENCE NORTH 81°48'52" EAST A DISTANCE OF 380.20 FEET; THENCE SOUTH 09°01'19" EAST, ALONG THE EASTERLY LINE OF SAID LEASE PARCEL, A DISTANCE OF 251.03 FEET TO THE SOUTHEASTERLY CORNER OF SAID LEASE PARCEL; THENCE SOUTH 81°45'03" WEST, ALONG SAID SOUTHERLY LINE OF THE LEASE PARCEL, A DISTANCE OF 384.17 FEET TO THE POINT OF BEGINNING, CONTAINING 2.20 ACRES, MORE OR LESS.

FOR: ST. JOHNS COUNTY SHERIFF'S OFFICE



- Disclaimer:**
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL, UNDATED COPY OF A Platbook, Township, Range, and Section.
  2. NO WARRANTY IS MADE BY THE SURVEYOR AS TO THE ACCURACY OF THE INFORMATION, RECORDS, OR DATA PROVIDED BY ANY PARTY.
  3. THIS IS A SKETCH OF A SURVEY AND NOT A FINAL SURVEY. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.
  4. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HIS FIRM.
  5. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HIS FIRM.
  6. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HIS FIRM.

SHEET NO. 1 OF 1	
FILE NUMBER: S-887	
DRAWN BY: D. GUYER	
DATE DRAWN: MARCH 9, 2010	
PATRICK GUYER, P.E., M.S., C.S.M., PROFESSIONAL SURVEYOR AND MAPPER	
DEPARTMENT OF JUVENILE JUSTICE	
SKETCH OF DESCRIPTION	
ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION 500 SAN SEBASTIAN VIEW ST AUGUSTINE, FLORIDA 32084 Phone (904) 209-0764	





## EXHIBIT F

February 1, 2010

Darryl Olson, Assistant Secretary  
Residential Services  
Florida Department of Juvenile Justice  
2737 Centerview Drive  
Tallahassee, FL 32399-3700

Dear Darryl Olson,

**SUBJECT: JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT – SIGHT  
SOUND CONTACT COMPLIANCE FOR PROPOSED ST. JOHN'S COUNTY WORK  
RELEASE HOUSING**

On January 28, 2010 at 1 PM I met with Regional Director Mary Mills, Florida Department of Juvenile Justice staff, St. John's County staff and members of St. John's County Sheriff's Office in order to discuss the proposed construction of a work release program that would be situated adjacent to an existing FDJJ residential commitment program. I was asked to give feedback on the potential sight and sound issues as related to the Juvenile Justice & Delinquency Prevention Act.

Currently FDJJ leases property on which is situated the St. John's Juvenile Correctional Facility. This property is located at 4500 Avenue D in St. Augustine, Florida. This program is currently operated by Youth Services International. It is located near the St. John's County Jail. There are no shared fences or shared services between the Jail and the juvenile program. It is proposed that St. John's County Sheriff's Office would utilize unused property at the south end of this location and create an adult work release housing area, sharing fence line with the juvenile program.

The proposed adult program would consist of three dormitory style housing units. Inmate presence on the property would be from evening until morning as this is a work release program. No services would be shared between the juvenile program and the adult program. The use of correctional officers to supervise the juvenile population would not occur unless appropriately trained as per FDJJ policy (F.A.C. 63H-2.002 thru 63H-2.007) which mandates training in juvenile specific issues.

I was provided with renderings of a proposed fence enhancement which provides for appropriate sight separation (Attachment 1-4). Currently there is a 10' fence with razor wire that surrounds the FDJJ program. As the narrative states (Attachment 5), this fence would be enhanced, on the south end, with a fabric mesh that would reach from the top of the fence to the ground and would provide for sight separation. An 8' fence with razor wire would then be erected six feet from the existing fence to surround the adult housing

area and the same fabric mesh would be attached to this fence. A line of landscape vegetation would then be planted on the south side of the fence (towards the proposed facility) as to absorb sound and provide additional sight separation.

Proposed housing units would be constructed on the site, with the rear of each building facing the existing juvenile program (Attachment 6). On the north side of the building (facing towards the FDJJ program) there would be no doors or windows. The main entrance to these buildings would be located at the south end. As fire safety codes require two exits from each building, the secondary exit is anticipated to be located on either the east or west side of each building. Just north of this secondary exit, a fence would be erected between each building and from the building to the fence on furthest east and west sides. This fence would prevent adult inmate movement to the north of the buildings (towards the FDJJ program) thus providing additional sound separation. All inmate movement entering or exiting this property would occur at the south-east corner of the property.

Additionally, two recreation pads at the FDJJ program will be removed from the east side of the south end of the property. Two maintenance buildings will also be relocated to allow for the creation of a large-muscle recreation area. A new recreation pad will be placed at the west side of the south end.

In order to further comply with the Separation core component of the JJDP Act, the following was discussed:

1. Policy and procedure that prohibits any adult inmate and juvenile contact.
2. Policy and procedure that prevents adult inmates from entering the area behind the housing.
3. Policy and procedure that directs communication between the Sheriff's Office and FDJJ if and when inmates are permitted to enter the area behind the housing for purposes of lawn maintenance to ensure continued sound separation.
4. Inmate rules that direct movement and identifies consequences of unauthorized movement behind the housing units.
5. A contract with an outside source to provide lawn maintenance in the six (6) foot area between the fences.
6. A mutual agreement between the Sheriff's Office and FDJJ that will cover any changes in policy as well as require direct communication of any scheduled activities of inmate movement behind the housing units.

Should all of the above be put into place as discussed, sight and sound separation of juveniles and adult inmates can be achieved with no violation of the Juvenile Justice & Delinquency Prevention Act.

Should you have any further questions, comments or concerns, please contact me at 954.818.5131.

Respectfully,

Bobbi Pohlman-Rodgers, Project Coordinator

cc: File  
Mary Mills, FDJJ Regional Director  
Ron Goldstein, FDJJ Federal Grants Administrator

Attachments:

- 1 – Fence – front view with plants
- 2 – Fence – end view with plants
- 3 – Fence – aerial view with plants
- 4 – Fence with existing FDJJ building
- 5 – Narrative of Sight and Sound Separation
- 6 – Rendering of proposed construction

**SIGHT AND SOUND SEPARATION  
SJSO LOW-RISK AND WORK RELEASE CENTER  
DORMITORY SITE**

The first line of defense concerning the sight and sound separation issue is the attachment of fabric mesh to the 10' tall chain link fencing that currently surrounds the DJJ site. The fabric would be attached at from the top to the bottom, of sufficient thickness to obscure the images of individuals on either side of the fence.

Next would be a line of landscape vegetation, planted in the area immediately south of the DJJ fencing. This landscaping would be strategically placed so as to absorb sound and provide additional visual concealment to activities on either side of the fence.

After a break of approximately 6' (where the vegetation is planted), on the south side of the DJJ fence, an 8' tall chain link fence will be erected with razor wire at the top in similar fashion as the DJJ fence to the north. Also attached to this fence would be the same sight barrier fabric as will be on the taller fence.

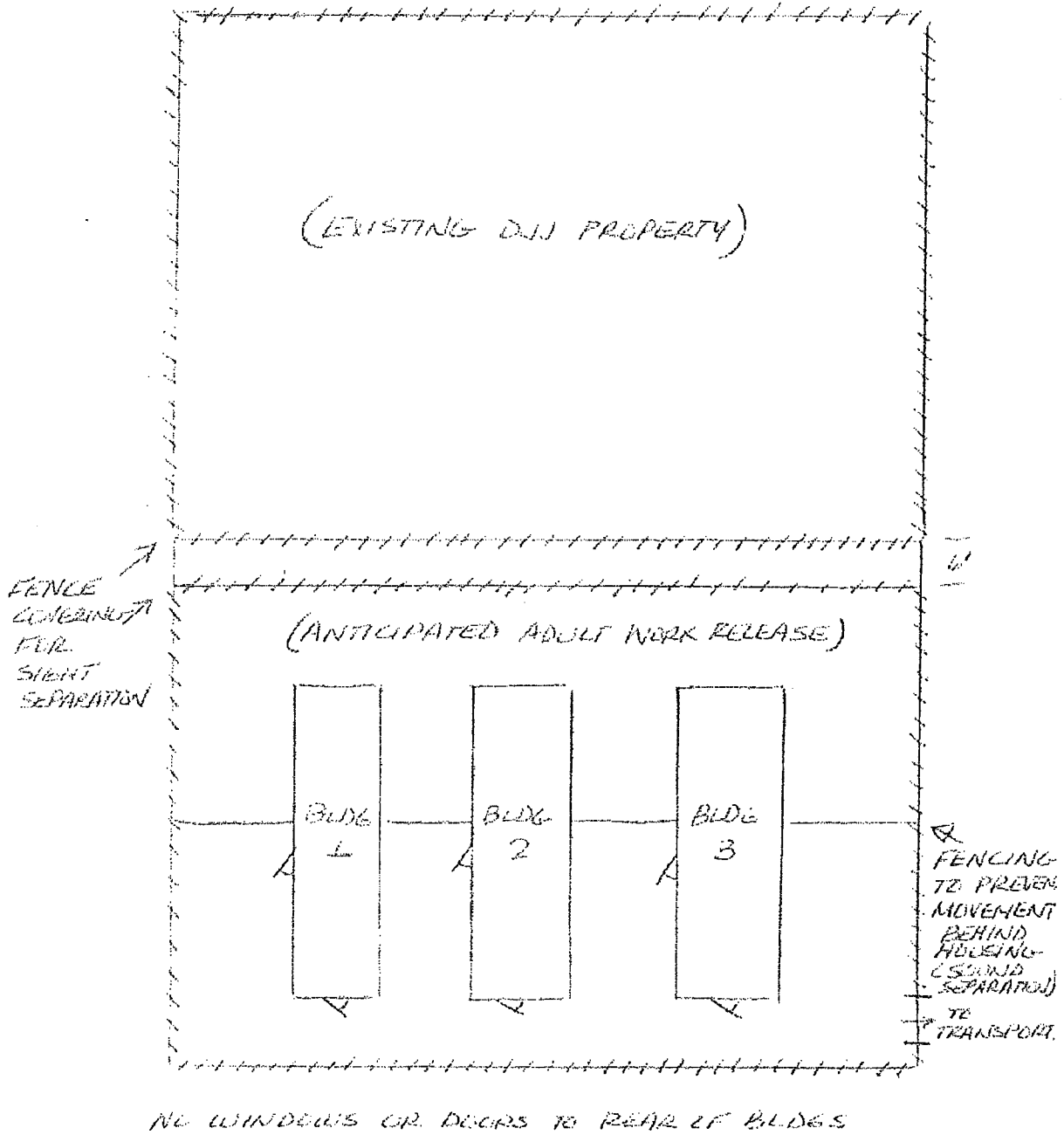
In addition to this fencing, fabric barriers, and landscaping, any dormitory housing to be constructed on site would have no door or window openings on the north side of the structure whereby inmates could observe the DJJ facility.

As an added level of protection, policies in the post orders for the corrections deputies and the inmate handbook would forbid inmate movement when juveniles are scheduled to occupy the site to the north. Deputies would be required to maintain close contact with DJJ officers to ensure that neither inmate population is out simultaneously.

We believe that these measures will more than satisfy the requirements stipulated in 28 C.F.R. SS 31.303 (e)(i)(c) in achieving the architectural and or time phasing, separation of juvenile offenders incarcerated adults so as to prevent any physical or sustained sight or sound contact.

Rendering of Proposed Housing Units  
January 28, 2010  
(not drawn to scale)

1/28/2010



NOT DRAWN TO SCALE -

B. PEHLMAN-RODGERS

JUN. 10. 2010 9:51AM ALLSTATE CONSTRUCTIO

NO. 951 P. 1



June 10, 2010

Mr. John Long, Project Administrator  
 Facilities Services  
 Department of Juvenile Justice  
 2737 Centerview Drive  
 Tallahassee, Florida 32399-3100

RE: **St. John's Juvenile Residential Facility**  
**Exterior Sitework**

Dear John:

Please accept this correspondence as a Guaranteed Maximum Price (GMP) for the referenced project.

**Description of Work:**

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**Qualifications and Assumptions:**

The following qualifications and assumptions were made in preparation of the estimate:

1. This estimate is prepared in accordance with the provisions of The Agreement between the Owner and Construction Manager, and the scope outlined during the site visit on October 7, 2009.
2. Access to the facility will be available during daylight hours to maximize performance.
3. This proposal is based upon today's market conditions, and may not be honored if not accepted within thirty (30) days.

**Exclusions:**

None

CORPORATE OFFICE  
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 Tallahassee, FL 32303  
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 Fax (800) 514-1206

2623 Henschel Street  
 Jacksonville, FL 32204  
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1801 SW 37th Avenue  
 Suite 108  
 Ocala, FL 34474  
 (352) 481-3699  
 Fax (352) 620-8481

5421 Document Center Blvd.  
 Suite 650  
 Tampa, FL 33634  
 (813) 888-8577  
 Fax (813) 888-8500

**Alternates:**  
**None**

**Allowances:**  
**Allowances are included for the Engineering and Plans Review/inspection services as it has not been determined that these services would be required.**

**Guaranteed Maximum Price (GMP):**

**The Guaranteed Maximum Price (GMP): Two Hundred Nine Thousand, Eight Hundred Forty-Six Dollars and No Cents (\$209,846.00).**

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Sincerely Yours,

  
Stu Griffith  
Project Manager

Attachment: Summary of Estimate

**Allstate Construction, Inc.  
SUMMARY OF ESTIMATE**

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01-008	LABOR BURDEN		5170
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02-050	Demolition: Demo 2 Basketball Courts		12800
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	Enclose Drain		41850
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	Furnish & install 30' of 12' high fence w/2 gates		6888
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16-100	Electrical: Move pole and rewire 2 buildings		
<b>TOTAL DIRECT COSTS</b>			<b>15722</b>
			<b>1,905</b>
			<b>150417</b>

**St. John's County  
Juvenile Residential Facility  
Fencing Modification**

GMP Submittal

Department of Juvenile Justice

Stu 06/10/10



Allstate Construction, Inc.  
SUMMARY OF ESTIMATE

INDIRECT COSTS			
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	TOTAL LABOR	15722	
	TOTAL MATERIAL	1905	
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01-600	INSURANCE SURCHARGE - 1%	39	
	ECOW	180513	
01-002	CM FEE(ECOW(16.25-ECOW/80000)/100	29333	
	GMP	\$ 208,845	

St. John's County  
Juvenile Residential Facility  
Fencing Modification

GMP Submittal

Department of Juvenile Justice

Stu 08/10/10