

RESOLUTION NO. 2011- 218

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH PUTNAM-ST. JOHNS BEHAVIORAL HEALTHCARE FOR SPACE LOCATED AT THE HEALTH AND HUMAN SERVICES CENTER.

RECITALS

WHEREAS, on May 3, 2011, the Board of County Commissioners voted to terminate the mental health services contract between St. Johns County and the State of Florida, Department of Children and Families; and

WHEREAS, a contract has been executed with Putnam-St. Johns Behavioral Healthcare to provide local mental health services to the residents of St. Johns County, attached hereto as Exhibit "A," incorporated by reference and made a part hereof: and

WHEREAS, the term of the Lease Agreement with Putnam-St. Johns Behavioral Healthcare will commence August 1, 2011 for a term of 12 months, attached hereto as Exhibit "B," incorporated by reference and made a part hereof; and

WHEREAS, Putnam-St. Johns Behavioral Healthcare shall occupy East C Wing, at the Health and Human Services Center for an annual fee of One Dollar (\$1.00).

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

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

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

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

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of August, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 8/5/11

LEASE AGREEMENT

THIS LEASE, made and executed by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as Landlord, ("Landlord"), and **PUTNAM – ST. JOHNS BEHAVIORAL HEALTHCARE**, a private corporation authorized to conduct business in the State of Florida whose primary address is 330 Kay Larkin Drive, Palatka, FL 32177-2307, hereinafter referred to as Tenant ("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: Basic Lease Provisions and Exhibits

(A) **DATE OF LEASE:** August 1, 2011

(B) **NAME and ADDRESS OF LANDLORD:**

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

(C) **NAME and ADDRESS OF TENANT:**

Putnam-St. Johns Behavioral Healthcare
330 Kay Larkin Drive
Palatka, FL 32177-2307

Section 1.02: Permitted Use.

The property leased hereby shall be used solely and exclusively for public and governmental purposes including mental and behavioral healthcare.

Section 1.03: The Premises.

Landlord hereby leases to Tenant that certain property situated on **1955 U.S. 1 South, East C Wing, St. Augustine, County of St. Johns and State of Florida**, more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, together with all appurtenances thereto and all buildings and improvements located on the Premises from time to time during the term of the Lease. Said Premises consists of approximately 6,319 square feet.

Section 1.04: Scheduled Lease Term.

The term of this Lease shall begin on August 1, 2011 ("Commencement Date") and end at 11:59 p.m. on July 31, 2012. ("Termination Date").

Section 1.05: Condition of Premises.

The Tenant will take possession of the Premises with existing structures and together with future improvements for the use as a mental and behavioral healthcare facility. 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 expense.

Section 1.06: Rent.

The Rent due hereunder for the Lease Term shall be the sum of one dollar (\$1), to be made payable in advance of execution of this Lease. If applicable, Rent for any additional lease term shall be one dollar (\$1). Such rent shall be paid in advance on the first day of any such additional lease term. *See also* Article 3 hereof.

Section 1.08: Covenant of Ownership.

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

ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT

Section 2.01: Demise.

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises, and Tenant hereby rents same pursuant to, and in accordance with the terms and conditions set forth in this Lease.

Section 2.02: Quiet Enjoyment.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's 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 Article, section or provision of this Lease, the Tenant's obligation to pay Rent and to make payments to Landlord under this Lease is limited solely and 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.

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

Section 3.03: Timely Payment.

The Tenant covenants and agrees to make timely payment to Landlord as set forth elsewhere in this Lease.

**ARTICLE 4
UTILITIES**

Section 4.01: Parties' Respective Obligations.

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

**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 and all other improvements 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 Lease or in a manner not consistent herewith; or
- (d) the acts or omissions of Tenant, its employees, agents, contractors, subtenants, invitees, guests, licensees, assigns or customers.
- (e) Landlord shall maintain and provide cleanup of all parking lots and maintain any flood lights on the premises.

Section 5.02: Maintenance by Tenant.

Except for Landlord's maintenance responsibilities as provided elsewhere in this Lease, Tenant, at Tenant's sole expense, shall maintain the Premises, including all glass, in good order, condition and repair and in a clean, pleasant, slightly, sanitary and safe condition. Failure by Tenant to maintain the Premises as provided in this Lease may result in Landlord having to expend funds for clean-up and/or repair. If such incident occurs, then Tenant shall fully reimburse Landlord, within ten (10) business days of the clean-up and/or repair, for all costs/expenses associated with the clean-up and/or repair. It is expressly understood that Tenant, at its sole expense, shall provide for any and all janitorial services necessary to maintain the Premises in a clean, pleasant, slightly, sanitary and safe condition.

Section 5.03: Sign Awnings and Canopies.

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

Section 5.04: Lien.

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

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 any damage caused thereby.

ARTICLE 6 INSURANCE

Section 6.01: Tenant's Coverage.

Tenant shall be responsible for insuring its personal property on the Premises and shall secure and maintain, at its sole expense, comprehensive or commercial general liability insurance for the Premises, Other Areas and/or Common Areas. It is expressly noted that Landlord shall not be responsible for any loss or damage for injury to Tenant or to any and all persons or property, or death, or for any damage to the Premises, arising from or caused by Tenant's use and occupancy of the Premises.

Section 6.02: Tenant Liability Insurance.

In accordance with Florida law, Tenant shall, for the entire term of this Lease, maintain for its benefit and for the benefit of Landlord as a named co-insured, at Tenant's sole cost and expense, applicable insurance coverage in accordance with the following:

a) Workers' Compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

b) Commercial General Liability – coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. Such shall include coverage for:

- i. Premises/operations
- ii. Products/complete operations
- iii. Contractual liability
- iv. Independent contractors

c) Business Auto Liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. Such shall include coverage for:

- i. Owned autos
- ii. Hired autos
- iii. Non-owned autos

d) Special Requirements:

- i. Prior to execution of a contract certificates of insurance will be produced that shall provide for the following:
- ii. St. Johns County shall be named as additional insured by policy endorsement on the commercial general liability policy.

- iii. St. Johns County shall be named as additional insured by policy endorsement on the business auto liability policy.
- iv. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- v. It is noted that these are minimum requirements which are subject to modification in response to high hazard operations.
- vi. In the event of unusual circumstances, the County Administrator or authorized designee may adjust these insurance requirements.

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 damage 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 shall be damaged to the extent that the cost of their repair is more than twenty-five (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 rent 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 premises 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 property in the same condition as when possession of the Premises was initially delivered to Tenant.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.01: Tenant's Default.

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; or

(ii) Cease any prohibited conduct as described elsewhere in this Lease within ten (10) calendar days of receipt of written notice from Landlord; or

(iii) Take appropriate action within ten (10) calendar days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the terms covenants and conditions as provided in this Lease; or

(iv) Conform to the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) calendar days following receipt of written notice from the Landlord; then, the 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 reasonable action within ten (10) calendar days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions as described in this Lease; or

(ii) Conform to the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within fifteen (15) calendar days following receipt of written notice from Tenant; then, Landlord shall be in default. Upon such default, the Tenant may terminate this Lease. In such event and upon vacation by Tenant, Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant.

Section 8.03: Termination of Lease.

If the County/Landlord, at its sole discretion, determines at any time that the Property has become unsuitable for the intended use, or that there are other circumstances that negatively affect the lease of subject property, then County/Landlord shall give 90 days written notice to Tenant advising of such unsuitability and electing to terminate this Lease at the end of said 90-day period.

**ARTICLE 9
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 9.01: Covenant Not to Assign or Sublet.

Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a transportation operation and maintenance facility and prior approval from Landlord, which will not be unreasonably denied.

**ARTICLE 10
HAZARDOUS SUBSTANCES**

Section 10.01: Hazardous Substances.

(a) Neither Tenant, nor any permitted assignee, subtenant, licensee or other person or entity acting at the direction or with the consent of Tenant shall manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, 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, State or Local law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

ARTICLE 11 MISCELLANEOUS

Section 11.01: Severability.

In the event any provision of 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 this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

ARTICLE 12 RADON GAS

Section 12.01 Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

ARTICLE 13 SECURITY SERVICES

Section 13.01 Security Services.

Landlord and Tenant shall equally share the cost of the Security Guard Service and Security Monitoring of these premises. These expenditures shall be calculated on a monthly basis and collectively shared between both the Landlord and Tenant.

**ARTICLE 14
CONFERENCE ROOM AND LOBBY**

Landlord and Tenant shall share the use of the large Conference Room and Lobby for the use of the patients and personnel.

**ARTICLE 15
INDEMNITY**

Tenant shall indemnify, defend, and hold the Landlord, its officers, employees, agents, subcontractors and assigns harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), the Tenant's use of the Premises. Moreover, Tenant shall indemnify, defend, and hold the Landlord harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of Tenant's direct and/or indirect negligent or intentional acts or omissions associated with the above-noted actions, activities or use of the Premises.

This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the Tenant, pursuant to this Lease, or otherwise.

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

Tenant:

By: _____
Putnam-St. Johns Behavioral Healthcare

Witness
Print: _____

Signature: _____

Witness
Print: _____

Signature: _____

Landlord:

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

By: _____
Its County Administrator
Michael D. Wanchick

Legal Review

By: _____
Assistant County Attorney