

RESOLUTION NO. 2019- 118

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 TOYS FOR TOTS FOR SPACE AT THE FORMER FIRE STATION LOCATED AT COUNTY ROAD 208.

RECITALS

WHEREAS, the Oldest City Detachment, Marine Corps League, Inc., a/k/a Toys for Tots, has expressed an interest in renewing their Lease Agreement with St. Johns County for property located at 4655 County Road 208, St. Augustine, Florida, and has submitted a Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Toys for Tots will use this space to stockpile and sort toys donated by the community. The toys collected throughout the year will be distributed at Christmas to disadvantaged youth in the area; and

WHEREAS, this is a revocable Lease Agreement and the County can terminate the Lease with ninety (90) day written notice should a need be determined.

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 County Administrator, or designee, to execute said Lease Agreement.

Section 3. To the extent that there are typographical and/or administrative 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 of the Court of St. Johns County is instructed to record the original 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 2nd day of April, 2019.

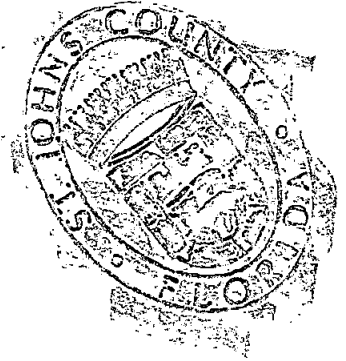
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldon
Paul M. Waldon, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 4/4/19



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 **Oldest City Detachment, Marine Corps League, Inc.**, a private not-for-profit corporation authorized to conduct business in the State of Florida whose mailing address is Post Office Box 1752, St. Augustine, FL 32085 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 below described Premises, Other Areas and Common Areas, pursuant to the terms and conditions set forth below.

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Basic Lease Provisions And Exhibits.

DATE OF LEASE: April 1, 2019

NAME and ADDRESS OF LANDLORD:

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

NAME OF TENANT and ADDRESS OF TENANT:

Oldest City Detachment, Marine Corps League, Inc.
a/k/a Toys for Tots
Post Office Box 1752
St. Augustine, FL 32085

Section 1.02: The Premises.

Landlord hereby leases to Tenant that certain property situated on 4655 County Road 208, St. Johns County, Florida, former Fire Station No. 4, together with all appurtenances thereto and all buildings and improvements located on the Premises from time to time during the term of the Lease.

Section 1.03: Permitted Use.

The property leased hereby shall be used solely and exclusively for public and governmental purposes including, but not limited to, storage and sorting of toys donated to Tenant for the purpose of distribution to disadvantaged youth in the community through the Toys for Tots program.

Section 1.04: Commencement Date.

The Lease Term begins on April 1, 2019.

Section 1.05: Scheduled Lease Term.

This Lease shall be for an initial term of one (1) year commencing April 1, 2019 and ending on March 31, 2020 (the "Initial Term"). If either Landlord or Tenant determines at any time that the Property has become unsuitable for the intended use, ninety (90) day written notice shall be provided to the non-terminating party advising of such unsuitability and electing to terminate this Lease at the end of said 90-day period.

Section 1.06: Option To Renew.

Upon expiration of the Initial Term of this Lease or any extension provided for hereafter, and provided Tenant is not then in default of this Lease in a manner set forth in Section 7.01 hereof, said Lease shall be automatically extended for an additional five (5) terms of one (1) year each, on the same terms and conditions as contained herein, providing that neither party notified the other in writing of intent not to accept such extension at least ninety (90) days prior to the end of the then current termination date.

Section 1.07: Condition Of Premises.

Tenant will take possession of the Premises with existing structures, together with future improvements, for use as a facility to store and sort toys donated to Tenant for the purpose of distribution to disadvantaged youth in the community through the Toys for Tots program. 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 1.08: Licenses And Permits.

Tenant shall obtain all licenses and/or permits required by St. Johns County, Florida, as well as any State and Federal agencies.

Section 1.09: Rent.

No payment will be required under this Lease.

Section 1.10: 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 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
UTILITIES**

Section 3.01: Parties' Respective Obligations.

At Tenant's expense, Tenant shall contract for, and pay for all costs associated with any security system, electrical and telephone utilities used or consumed in the Premises. Landlord shall provide all necessary and appropriate water (well), sewage (septic tank) and solid waste removal. All utility services shall be ordered disconnected only after seven (7) days written notice to the Landlord and all final bills paid by Tenant with proof of the same by furnishing Landlord with copies of all receipts upon the expiration of this Lease.

**ARTICLE 4
MAINTENANCE, OPERATION, IMPROVEMENTS, AND REPAIR**

Section 4.01: Maintenance By Landlord.

Upon written request by Tenant, Landlord, at their discretion, will review any repairs to determine if it is cost effective to repair structural components, supporting walls, foundations, roof, mechanical systems, HVAC systems, electrical systems, plumbing systems, (including all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, and electrical), parking areas, landscaping, sprinkler systems, gutters, and downspouts. Landlord is under no obligation to make repairs to the premises if Landlord determines that it is not cost effective to do so. If Landlord should elect not to make repairs to the premises due to cost or other circumstances, then Landlord has the authority to terminate this lease upon ninety (90) day written notice to Tenant.

Landlord shall maintain the landscaping (including mowing and tree maintenance), and shall maintain any exterior flood lights on the Premises. Prompt notification of any defects or hazards should be made to the St. Johns County Real Estate Department.

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 or customers.

Section 4.02: Maintenance By Tenant.

Except for Landlord's maintenance responsibilities as provided in Section 4.01, Tenant, at Tenant's sole expense, shall maintain the Premises, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, 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 security monitoring, pest control, or janitorial services necessary to maintain the Premises in a clean, pleasant, sightly, sanitary and safe condition.

Section 4.03: Improvements By Tenant.

Tenant shall incur all costs associated with any and all construction build-out or improvements to the interior and/or exterior of the structure upon written consent and permission of the Landlord which shall not be unreasonably withheld. All construction on the premises shall conform to applicable codes and regulations of the federal, state, county and municipal governments or any of their departments. The above notwithstanding, the interests of the Landlord in the premises shall not be subject to construction liens or other liens for improvements made by the Tenant. All improvements made at the premises shall upon the expiration or earlier termination of this Lease, be the property of the Landlord if not removed within ninety (90) days or unless otherwise agreed between the parties in writing.

Section 4.04: Ownership Of Improvements And Fixtures.

Landlord and Tenant agree that all buildings and improvements now or hereafter located or constructed on the Premises, all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall be the property of Tenant during the term of the Lease. Upon the expiration or early termination of this Lease, all of such buildings and improvements and all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall automatically belong to the Landlord without compensation to Tenant. Upon such Lease expiration or early termination, Tenant shall execute and deliver to Landlord such Bills of Sale, Quit Claim Deeds and other documents as Landlord deems reasonably necessary to evidence such ownership by Landlord. All other equipment and personal property of Tenant, excepting fixtures permanently affixed to the Premises, shall remain the property of Tenant and may be removed from the Premises by Tenant upon the expiration or early termination of the Lease; provided, however, Tenant shall repair all injury caused to the Premises by the removal of such equipment and personal property.

Section 4.05: 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. Any and all property not removed from the Premises within ninety (90) days at the termination of this Lease or the end of the term of this Lease or extension hereof, will be considered to have reverted to the status of building improvements belonging to the Landlord or to have been abandoned as to any and all rights or claims of Tenant, and will be at Landlord's sole right of disposal.

Section 4.06: Liens.

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 Section.

Section 4.07: Signs Awnings And Canopies.

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

**ARTICLE 5
INSURANCE AND INDEMNIFICATION**

Section 5.01: Tenant's Coverage.

To the extent permissible by law, the Tenant agrees to indemnify and hold Landlord and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the operations or use of the Premises described herein. It is the intention of the Tenant that Landlord and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to any employee or third party while on the Premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property. The Tenant expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement.

The Tenant assumes responsibility for any and all claims for personal injury damages arising out of its use of the Premises. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Tenant or by any person whatsoever may be using or occupying or visiting the leased facility, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the Tenant or of any occupant, subtenant, visitor or user of any portion of the Premises. The indemnity provisions of this section shall survive the termination of this Lease. This provision relating to Indemnity, is separate and apart from, and is in no way limited by, any insurance provided by the Tenant, pursuant to this Lease, or otherwise.

The Tenant shall, at all times during the term of this lease, maintain in full force and effect a policy, or policies, of commercial general liability insurance. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage. The liability policy shall include a waiver of subrogation in favor of St. Johns County. St. Johns County shall be named as additional insured by policy endorsement and shall apply as primary and non-contributory.

The Landlord will not insure any property or contents stored on the property by the Tenant.

If required, Tenant will, for the entire term of this Lease and at Tenant's cost and expense, maintain for its benefit and the benefit of Landlord, hazard and flood insurance on the buildings and all improvements on the Premises in an amount not less than the full replacement value of such improvements. All insurance policies required by this paragraph shall insure the interests of the Landlord as a named co-insured and shall be obtained and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken and

each such policy shall contain a provision that it may not be cancelled by the insurer except upon at least thirty (30) days prior written notice to Landlord. The term "Full Replacement Value" as used in this paragraph shall mean the actual replacement cost from time to time of the buildings and improvements located on the Premises.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. Prior to execution of this agreement, copies of current policies and certificates of insurance including the additional insured/co-insured endorsements will be provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084, and include the name of the Tenant, the lease term, and property address. St. Johns County will be given thirty (30) day notice prior to cancellation or modification of this insurance.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Section 5.02: Landlord's Coverage.

Landlord, at Landlord's discretion, shall maintain adequate liability and property insurance covering the building.

Section 5.03: Alcohol On County Premises.

Alcohol is only permitted in or on County premises with prior written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50.

ARTICLE 6 DAMAGE AND DESTRUCTION

Section 6.01: 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"). Unless the Landlord determines that it is not cost effective to repair the Premises, the damage shall promptly be repaired by Landlord subject to this Section. If the Landlord determines that it is not cost effective to repair the Premises, Landlord shall provide Tenant ninety (90) days written notice of termination of this Agreement in accordance with the requirements of Article 7. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. 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.

Section 6.02: 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 7
DEFAULT AND REMEDIES

Section 7.01: Tenant's Default.

If Tenant fails to:

- a) Pay all or any monthly installments of the Rent or any other sum due to the Landlord from Tenant hereunder within thirty (30) days after Landlord notifies Tenant that such sum is past due; or
- b) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord; or
- c) 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 terms, covenants and conditions hereof; or
- d) 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 reasonable expenses incurred by termination occasioned by Tenant's default, and the Tenant shall pay the 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 7.02: Landlord's Default.

If Landlord fails to:

- a) 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
- b) 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. 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 the 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.

Section 7.03: Termination of Lease.

If the 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 Landlord shall give ninety (90) day written notice to Tenant advising of such unsuitability and electing to terminate this Lease at the end of said 90-day period. Provision of such notice shall not be considered an event of default on the part of the Landlord, even if such notice is issued in response to a request for repairs or maintenance by the Tenant.

**ARTICLE 8
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 8.01: Covenant Not To Assign Or Sublet Without Consent.

Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to any third party without written consent of the Landlord, which will not be unreasonably denied.

**ARTICLE 9
HAZARDOUS SUBSTANCES**

Section 9.01: 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. Notwithstanding the above, Tenant may locate up to two locked medical waste containers outside of and adjacent to the leased premises. Such containers are to be maintained in accordance with appropriate regulatory standards.
- 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 10
MISCELLANEOUS**

Section 10.01: 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 10.02: 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 10.03: 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.

Section 10.04: Effect of Failure to Insist on Strict Compliance.

The failure of either party to insist upon strict performance of any provision of this Lease shall not be construed as a waiver of such provision on any subsequent occasion.

Section 10.05: Choice of Law and Venue.

This Lease shall be construed according to the laws of the State of Florida. Venue for any legal or administrative action arising under this Lease shall lie exclusively in St. Johns County, Florida.

Section 10.06: Notice.

Any notice required to be sent according to provisions of this Lease shall be sent to the addresses set forth in Section 1.01.

Section 10.07: Not-for-Profit Status.

Tenant represents that it is a qualified 501(c)(3) non-profit corporation under Section 501(c)(3) of the Internal Revenue Code and shall remain a 501(c)(3) non-profit corporation for the term of the Lease.

**ARTICLE 11
RADON GAS**

Section 11.01 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.)

SIGNATURES APPEAR ON FOLLOWING PAGE

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

Sheri Lewis
Print Name: Sheri Lewis
Debbie Taylor
Print Name: Debbie Taylor

Tenant:
Oldest City Detachment
Marine Corps League, Inc.
a/k/a Toys for Tots

By: [Signature]
Print Name: JOHN W. ROBERTS
Its: COMMANDANT MCLOCD 383

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

Print Name: _____

Print Name: _____

By: _____
Michael D. Wanchick
Its County Administrator

Legal Review

By: _____
Assistant County Attorney



2013 Aerial Imagery

0 250 500

Feet

January 30, 2019

Lease Agreement

Toys for Tots

Land Management
Systems
Real Estate
Division
(904) 209-0764

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
The St. Johns County Real Estate
Division disclaims all responsibility
for the accuracy or completeness
of the data shown hereon.

