

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Mutual Termination of the Lease between Seminole County and the Seminole County Sheriff's Office relative to Minibike Trail at the Seminole County Landfill.

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT: 5250

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Mutual Termination of the Lease between Seminole County and the Seminole County Sheriff's Office relative to Minibike Trail at the Seminole County Landfill.

District 5 Brenda Carey

Meloney Lung

BACKGROUND:

In March, 1998, the Board of County Commissioners approved a ten (10) year lease of a portion of the Seminole County Landfill for operation of a national youth project using minibikes. In October, 2007, Seminole County received a letter from Sgt. Dwayne Johnson, Executive Director of the Seminole County Police Athletic League (PAL), stating that the organization no longer needs this location at the County Landfill for the PAL Off-Road Dirt Bike Program (letter attached.) Seminole County Solid Waste Management Division is developing plans to use this site to expand its borrowing pit.

Termination is in compliance with lease terms.

(See attached lease for real estate description.)

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Mutual Termination of the Lease between Seminole County and the Seminole County Sheriff's Office relative to Minibike Trail at the Seminole County Landfill.

ATTACHMENTS:

1. Agreement
2. Letter from PAL Exec. Director
3. Termination Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**LEASE BETWEEN SEMINOLE COUNTY AND
SEMINOLE COUNTY SHERIFF RELATIVE TO MINIBIKE TRAIL**

THIS LEASE is made and entered into this 19th day of March, 1998, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as COUNTY, and the SEMINOLE COUNTY SHERIFF'S OFFICE, whose address is Sanford Airport, Building 310, 1345 East 28th Street, Sanford, Florida 32773, hereinafter referred to as SHERIFF'S OFFICE.

W I T N E S S E T H:

WHEREAS, the COUNTY is the owner of certain land, known as the Seminole County Landfill; and

WHEREAS, the Board of County Commissioners has the authority to lease real property for particular uses it deems to be in the best interest of the citizens of Seminole County; and

WHEREAS, the Board of County Commissioners has determined the granting of such rights and privileges to the SHERIFF'S OFFICE under the terms and conditions of this Lease constitutes a County purpose in the best interest of the citizens of Seminole County and is consistent with the objectives, policies and goals of the Seminole County Comprehensive Plan and the provisions of the Land Development Code of Seminole County; and

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the COUNTY and SHERIFF'S OFFICE agree as follows:

1. **LEASED PREMISES.** As consideration for the terms and conditions as set forth herein, the COUNTY hereby leases and demises to the SHERIFF'S OFFICE the following described real estate, a portion of the Seminole County Landfill, situated in the County of Seminole, State of Florida, to-wit:

SW 354' from marker Seminole County GPS 0160
along existing fence line NW 580' angle SW
2490' angle SW 860' angle SE 1000' back to
fence line angle NE 3640' along existing fence
line to the Point of Beginning.

2. **TERM.** The term of this Lease is for a period of ten (10) years effective upon execution of this Lease.

3. **RENTAL.** SHERIFF'S OFFICE shall pay COUNTY, as rent for the demised premises, the annual sum of ONE AND NO/100 DOLLARS (\$1.00), payable without demand on the date this Agreement is executed and on the same day annually for the term of this Lease.

4. **USE OF LEASED PREMISES.**

(a) The premises shall be exclusively used for operation of a national youth project using minibikes (NYPUM) (in accordance with attached master plan (Figure 4) attached to Exhibit "A") and shall be subject to the following conditions:

(1) Prior to using the leased premises for NYPUM, SHERIFF'S OFFICE shall, only if required under the terms of the COUNTY'S Comprehensive Plan or land development regulations, or State law, obtain all necessary development orders and/or development permits. The approved uses of the premises are depicted in the narratives and site plan for the premises which are attached

herein as Exhibit "A" and is made a part of this Agreement, along with the terms and conditions contained therein.

(2) The days and hours of use of the premises are limited to Monday through Saturday, 9:00 a.m. until 5:00 p.m.

(3) The SHERIFF'S OFFICE shall not, through the use of the premises and operation of NYPUM, disturb the tree buffer adjacent to Osceola Road.

(4) The NYPUM course to be located on the premises shall not be used unless approved NYPUM instructors are present on the site.

(5) Only NYPUM approved minibikes designed for off-road riding and equipped with 100 cc or smaller engines shall be used on the NYPUM course by participants. However, approved NYPUM instructors may, in furtherance of their NYPUM Project duties, operate off-road motorcycles on the course with 200 cc or smaller engines.

(6) The SHERIFF'S OFFICE shall obtain from all participants in the NYPUM program located on the leased premises a hold harmless and indemnification agreement, approved by the COUNTY, releasing the COUNTY from liability in the event of property damage and injury or death to persons arising out of the use of the leased premises.

(b) The SHERIFF'S OFFICE covenants that it will not use or permit the premises to be used for any purpose other than as described above, nor for any purpose prohibited by the laws of the United States of America, the State of Florida, or the ordinances

of Seminole County; it shall not use or keep any substances or material on or about the leased premises which may vitiate or endanger the validity of the insurance on said premises or increase any hazard or risk and it shall not permit any nuisance on the demised premises. If any use of the premises by the SHERIFF'S OFFICE under this Agreement violates any conditions of the County's landfill operating permit, this Agreement may be terminated by the COUNTY immediately and without notice.

(c) The SHERIFF'S OFFICE agree to construct, at its sole cost, a fence around those portions of the premises which are currently not fenced. Said fencing must be approved by the COUNTY prior to installation. Maintenance of said fence during the term of this Agreement shall be the sole responsibility of the SHERIFF'S OFFICE.

(d) during the term of this Agreement, the SHERIFF'S OFFICE shall construct no permanent structure on the premises, and shall erect no temporary structure without the approval of the COUNTY.

5. QUIET POSSESSION. The COUNTY shall warrant and defend the SHERIFF'S OFFICE in the enjoyment and peaceful possession of the premises during the term of this Lease; provided, however, that the COUNTY shall have the ongoing and continual right to monitor and observe the activities conducted on the premises and shall have all reasonable rights of access necessary to accomplish same or to implement permit conditions relative to its landfill operations.

6. ASSIGNMENT AND SUBLETTING. The SHERIFF'S OFFICE shall not assign or sublet the demised premises, or any part thereof, without

first obtaining the written consent of the COUNTY; provided, however, the SHERIFF'S OFFICE may issue licenses and/or enter subleases that are consistent with the terms of the Lease to or with either the SEMINOLE COUNTY POLICE ATHLETIC LEAGUE and/or THE SEMINOLE COUNTY YMCA FAMILY CENTER.

7. **HOLD HARMLESS.** The SHERIFF'S OFFICE agrees, to the extent permitted by law, to hold harmless, indemnify and defend COUNTY, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss or damage COUNTY may sustain as a result of claims, demands, costs or judgments arising from, allegedly arising from or related to injury or damages of whatsoever nature to persons or property from the SHERIFF'S OFFICE'S use or assigned use of the premises.

8. **INSURANCE.**

(a) The SHERIFF'S OFFICE further agrees that, in order to protect itself as well as the COUNTY, their commissioners, officers, employees and agents under the indemnity agreement provision hereinabove set forth, the SHERIFF'S OFFICE shall require that any licensee or sublessee provide, pay for and maintain the following insurance policies in force at all times during the term of this Lease, and any such licensee or sublessee shall specifically protect the COUNTY by naming COUNTY as a named insured on the policies:

(1) Commercial General Liability Insurance.

(A) This insurance shall cover any and all sources of liability which would be covered by the latest edition of the

standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements.

(B) The insurance shall have and maintain separate limits of coverage applicable to this Lease, its terms and services provided upon or within the demised premises. The minimum coverage limits to be maintained (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount of specified coverage for each project:

	LIMITS
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(2) Property Damage Insurance. Such insurance shall have limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one (1) claim and in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damages on account of any one (1) occurrence.

(3) Fire Insurance and Extended Coverage Insurance. Such insurance shall be carried in an amount not less than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) for damage to the premises

and the COUNTY's contents therein. Said insurance shall contain a waiver of subrogation by the insurer. In the event the demised premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, the COUNTY may rebuild or repair such damaged or destroyed portions and the obligation of the SHERIFF'S OFFICE to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable. In the event the COUNTY elects not to rebuild or repair the demised premises or shall fail to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(4) Medical Expense Insurance. Such insurance shall be carried with limits in the amount not less than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per any one person and in an amount not less than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.-00) for accidental death for any one person.

(b) Prior to the commencement of a license or sublease, the licensee or sublessee shall furnish to the COUNTY a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. COUNTY reserves the right to require a certified copy of such policies upon request.

(c) The maintenance of the insurance coverage set forth herein shall not be construed to limit any liability under the provisions of the indemnification clause.

(d) The SHERIFF'S OFFICE agrees to insert the substance of this clause, including this subsection (d), in all licenses and subleases relating to the demised premises.

9. **FAILURE TO SECURE INSURANCE.** If, at any time during the term of this Lease, the foregoing insurance is not secured or maintained, the COUNTY shall be permitted (but is not obligated) to obtain such insurance in the licensee or sublessee's name or as the agent of the licensee or sublessee and shall be compensated by the licensee or sublessee for the cost of the insurance premiums. The licensee or sublessee shall pay COUNTY interest on paid insurance premiums at the highest rate per annum computed permitted by law from the date written notice is received that premiums have been paid.

10. **CANCELLATION AND TERMINATION.** This Lease may be canceled or terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of the COUNTY, immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

11. **SURRENDER OF POSSESSION.** The SHERIFF'S OFFICE agree to deliver up and surrender to the COUNTY possession of the demised premises at the expiration or termination of this Lease, in as good condition as when the SHERIFF'S OFFICE take possession except for

ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power. The COUNTY may impose any and all environmental conditions that are reasonably necessary as generally contemplated in the environmental assessment attached as Exhibit "B").

12. **REMOVAL OF PROPERTY.** SHERIFF'S OFFICE shall, without demand therefor and at its own cost and expense prior to expiration or sooner termination of the term hereof or of any extended term hereof, remove all property belonging to it and all alterations, additions, or improvements, and fixtures which, by the terms hereof, it is permitted to remove; repair all damage to the demised premises caused by such removal; and restore the demised premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by SHERIFF'S OFFICE and may be retained or disposed of by COUNTY.

13. **ACCEPTANCE OF PREMISES BY SHERIFF'S OFFICE.** The taking of possession of the said demised premises by the SHERIFF'S OFFICE shall be conclusive evidence as against the SHERIFF'S OFFICE that said premises were in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted. Further, the SHERIFF'S OFFICE agree to keep the leased premises in good order and repair during their occupancy of the premises.

14. **MAINTAINING SECURITY AND SAFETY OF PREMISES.** The SHERIFF'S OFFICE agrees, during the term of this Agreement, to

maintain the leased premises in a secure and safe manner. The SHERIFF'S OFFICE, but not the COUNTY, shall be responsible or liable for losses to same due to a breach of security or safety.

15. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the COUNTY or by the SHERIFF'S OFFICE shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

16. **AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

17. **NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

FOR COUNTY:
Solid Waste Division Manager
1634 S.R. 419
Longwood, Florida 32750

FOR SHERIFF'S OFFICE:
Seminole County Sheriff's Office
Sanford Airport - Building 310
1345 East 28th Street
Sanford, Florida 32773

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

18. **DEFAULT.** Either party to this Lease, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease agreement.

19. **ATTORNEY'S FEES.** If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

20. **APPLICABLE LAW.** This Lease shall be construed under and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

WITNESSES:

SHERIFF'S OFFICE OF SEMINOLE
COUNTY, FLORIDA

Penny J. Fleming
Print Name Penny J. Fleming

[Signature]
DONALD F. ESLINGER, SHERIFF

Lynn Francis
Print Name Lynn Francis

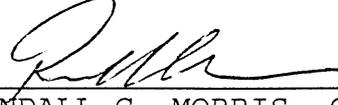
DATE: 3-3-98

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



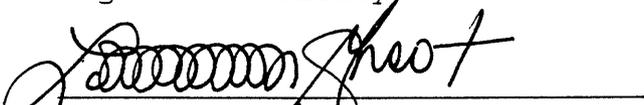
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: 
RANDALL C. MORRIS, Chairman

Date: 3/19/98

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their 24 Feb.,
1998, regular meeting.


County Attorney 3-23-98

LG/gn
2/9/98
Attachment
Exhibit "A" - Total Site Plan
MINIBIKE.LSE

Seminole County Police Athletic League

"Filling Playgrounds, Not Prisons"

October 22, 2007

Lorraine Hajeski
Contracts and Leasing Coordinator
Support Services
200 W. County Home Road
Sanford, FL 32773

The logo for the Seminole County Police Athletic League (PAL) features the letters "PAL" in a bold, white, sans-serif font. The letters are set against a red background that has a wavy, top edge. The entire logo is centered within a yellow rectangular frame.

Dear Lorraine,

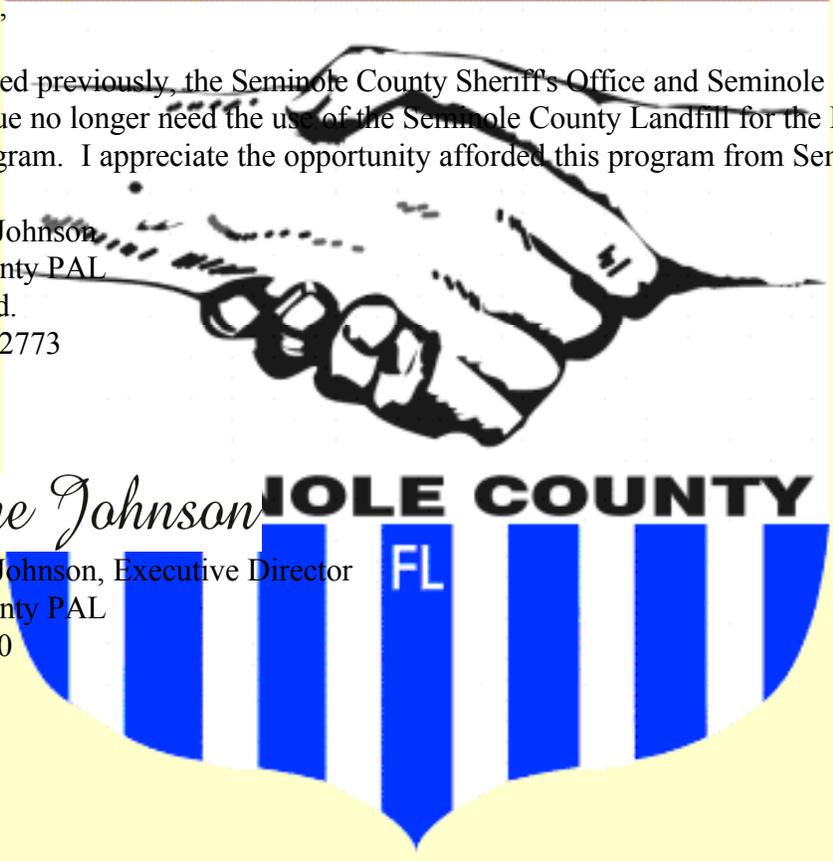
As we discussed previously, the Seminole County Sheriff's Office and Seminole County Police Athletic League no longer need the use of the Seminole County Landfill for the PAL Off-Road Dirt Bike Program. I appreciate the opportunity afforded this program from Seminole County.

Sgt. Dwayne Johnson
Seminole County PAL
100 Bush Blvd.
Sanford, FL 32773

Sincerely,

Dwayne Johnson

Sgt. Dwayne Johnson, Executive Director
Seminole County PAL
(407)708-7670

The logo for Seminole County, Florida, features the words "SEMINOLE COUNTY" in a bold, black, sans-serif font. Below the text are five vertical blue bars of varying heights, with the letters "FL" in white on the second bar from the left. The entire logo is centered within a yellow rectangular frame.

**MUTUAL TERMINATION OF LEASE BETWEEN SEMINOLE COUNTY
AND SEMINOLE COUNTY SHERIFF'S OFFICE RELATIVE TO MINIBIKE TRAIL**

THIS MUTUAL TERMINATION of Agreement is made and entered into this _____ day of _____, 20__, by and between the **SEMINOLE COUNTY SHERIFF'S OFFICE**, whose address is 100 North Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as "SHERIFF'S OFFICE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, on March 19, 1998, the parties entered into a Lease of COUNTY land at the Seminole County Landfill; and

WHEREAS, said Lease has since been deemed unnecessary by the parties,

NOW, THEREFORE,

1. SHERIFF'S OFFICE and COUNTY hereby agree that the Lease Agreement issued on March 19, 1998, is hereby terminated.

2. The parties agree that no payment or services are due under said Lease.

(End of Document - Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

SEMINOLE COUNTY SHERIFF'S OFFICE

Witness

By: _____

Print Name

Title: _____

Witness

Printed Name: _____

Date: _____

Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

 By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr
10/26/2007
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