

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment and Consent to Alterations and Improvements to Juvenile Regional Detention Center

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Jamie Croteau **CONTACT:** Angi Thompson **EXT.** 5250

Agenda Date 4/12/05 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION: Approve and authorize Chairman to execute Consent to Alterations and Improvements to Juvenile Regional Detention Center, located at 200 Bush Boulevard, Sanford, FL 32773.

BACKGROUND:

On March 7, 2002, the Board of County Commissioners entered into the second lease with the State of Florida, Department of Juvenile Justice. The term of the lease is ten (10) years with two (2) ten (10) year renewals.

Section 10 of the lease indicates that the Tenant is responsible for all repairs, maintenance and improvements to the site subject to the approval of the County prior to the beginning the work. The Department of Juvenile Justice has requested authorization to install a new 150 KW generator that will handle power to the entire facility during power outages. All costs for the installation will be paid for the State of Florida. The State also assumes all responsibility for any environmental cleanup costs associated with the installation, operation and maintenance of the alterations.

Attached is a scope of work for this project, provided by the Department of Juvenile Justice.

District 5, Commissioner Carey

Reviewed by: _____
Co Atty: [Signature]
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]
File No. CASSS01

**CONSENT TO ALTERATIONS AND IMPROVEMENTS TO
THE JUVENILE REGIONAL DETENTION CENTER
AND
FIRST AMENDMENT TO JUVENILE REGIONAL DETENTION CENTER LEASE**

THIS CONSENT To Alterations And Improvements To Juvenile Regional Detention Center And First Amendment To Juvenile Regional Detention Center Lease is entered into this _____ day of _____, 20____, by **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 called the "County".

WHEREAS, on March 7, 2002, the County entered into a Lease Agreement with the State of Florida whereby the State leased from the County that premises known as the Juvenile Regional Detention Center of Seminole County; and

WHEREAS, paragraph 10 of that Lease requires that the State obtain the express written consent of the County prior to making any alterations, improvements, or additions to the premises; and

WHEREAS, the State of Florida wishes to make to the premises those alterations and improvements as described in Exhibit "A," attached hereto; and

WHEREAS, the County deems those alterations and improvements to the Juvenile Regional Detention Center to be in the best interest of the County; and

WHEREAS, the parties also desire to amend said Lease to require the State of Florida to be responsible for any and all costs associated with environmental cleanup incurred as a result of installation, operation, maintenance and/or removal of the generator and fuel tank in the Juvenile Regional Detention Center,

NOW, THEREFORE, the parties agree as follows:

(1) The County hereby expressly consents to the State of Florida's construction and installation of those alterations and improvements to the Juvenile Regional Detention Center as described in Exhibit "A," attached hereto.

(2) Paragraph 10, Improvements and Alterations, of the Lease Agreement entered into March 7, 2002, is hereby amended to read as follows:

10. IMPROVEMENTS AND ALTERATIONS: Upon the express written consent of the Board of County Commissioners of Seminole County, TENANT may make such alterations, improvements, or additions to the demised premises as it deems necessary at its sole cost and expense; provided, however, that any such alteration, addition, or improvement shall be subject to the approval of plans and specifications by LANDLORD prior to making said improvements. All such improvements to the freehold hereinafter made or placed on the demised premises by TENANT shall become the property of the LANDLORD and shall remain upon and be surrendered with the demised premises as a part thereof at the termination of said lease. TENANT further covenants and agrees that in making or constructing any such improvements, the TENANT shall and will save the LANDLORD harmless from injury and damage to any person, firm, or corporation whatsoever in the making or construction of such improvements. All construction shall be in accordance with all provisions of applicable building codes, fire codes, plumbing codes, and electrical codes and all applicable City, County, State, and Federal codes, ordinances, laws, rules, or regulations in force and effect at the time of said construction, except that any provision for County permits and fees shall not be applicable. TENANT hereby agrees to seek courtesy permits on all construction from the County and the LANDLORD hereby agrees to issue said courtesy permit at no costs to the TENANT if

the construction complies with applicable codes duly adopted by the County. TENANT shall be solely responsible for any and all costs associated with environmental cleanup incurred as a result of installation, operation, maintenance and/or removal of the Juvenile Regional Detention Center generator or fuel tank.

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

WITNESSES:

STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE

By: _____

Date: _____

Approved as to form and legal sufficiency.

Assistant General Counsel

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, 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
AC/lpk
3/14/05 3/28/05
consent to alter jjc

Attachment:
Exhibit "A" - Scope of Services



FLORIDA DEPARTMENT OF JUVENILE JUSTICE

Governor Jeb Bush

Secretary Anthony J. Schembri

March 8, 2005

Angie Thompson
Seminole County Board of Commissioners
Leasing Department
200 W. County Home Road
Sanford, Florida 32773

Re: Department of Juvenile Justice
Lease Agreement # 800:9002

Dear Ms. Thompson:

Pursuing to the lease agreement # 800:9002 the Seminole Regional Juvenile Detention Center is requesting permission to remove an old outdated emergency generator and install a new 150 KW generator that will handle power to the entire facility during power outages. The existing generator did not function properly and provide us with emergency power during the recent hurricanes and needs replacing badly. Scope of Work from Close Construction Inc. for the Seminole RJDC generator is attached for your review.

The cost of removing and installing a new generator will be the cost of the State of Florida according to the lease agreement that Tenant may make such alterations, improvements or additions to the demised premises as it deems necessary, at its sole cost and expense provided that the Board approves the improvements.

The replacement of the generator will be in accordance with all provisions of applicable building codes, fire codes, plumbing codes and electrical codes as outlined in our lease.

We would like your approval as soon as possible so the generator can be changed out prior to the beginning of hurricane season. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "V. Dyanne Alves".

V. Dyanne Alves
Detention Superintendent

VDA/jkm

Attachment: Close Construction Inc. Scope of Work for Seminole RJDC Generator



CONSTRUCTION, INC

Corporate Office:

301 N.W. 4th Avenue, Okeechobee, FL 34972

Martin County Office:

10995 S.E. Federal Hwy., #3, Hobe Sound, FL 33455

SCOPE OF WORK

SEMINOLE RJDC GENERATOR

ELECTRICAL

- 1) Provide and install (1) 150 KW Generator with 800 gallon diesel fuel tank. (72 hours of operation)
- 2) Provide and install (1) 400 AMP 120-208 volt three phase "WYE" NEMA 3R Automatic Transfer Switch
- 3) Provide and install (1) 400 amp 120-208 volt three phase "WYE" NEMA 1 MLO 12 Circuit generator panel. (Mark as EDP)
- 4) Install (1) 3" conduit with (4) 500 MCM THHN from Panel EDP to ATS rack
- 5) Install (1) 3" conduit with (4) 500 MCM THHN from 150 KW Generator to ATS rack
- 6) Install (1) 3" conduit with (4) 500 MCM THHN from existing MDP to ATS rack
- 7) Install grounding as per code for new generator system and ATS rack
- 8) Re-route sub-feeders for Panel A to generator panel EDP from panel MDP
- 9) Re-route sub-feeders for Panel B to generator panel EDP from panel MDP
- 10) Re-route sub-feeders for Panel C to generator panel EDP from panel MDP
- 11) Re-route sub-feeders for Panel D to generator panel EDP from panel MDP
- 12) Remove and replace existing panel EM with new 100 amp 120-208 volt three phase "WYE" Enema 1 24 circuit panel
- 13) Re-route sub-feeders for Panel EM from abandon 3 KW generator to existing panel EMB (Existing 35 KW generator and ATS to stay in operation)
- 14) Re-route ice machine branch circuit from panel K to panel EMB
- 15) Load bank test

CONCRETE PAD

- 1) Form and pour 10' x 18' x 12" concrete pad for generator to sit on. 3000 psi

*** NOTE ***

LABOR COST FOR INSTALLATION OF THIS GENERATOR WILL BE LESS THAN \$ 50,000.00 (Fifty Thousand Dollars)

802 NW 27th Avenue
 Ocala, FL 34474



Toll Free: 866-330-8404
 Phone: 352-351-2100
 Fax: 352-351-6881

CUSTOMER: Cummins SE
 ATTENTION: Jeff Demars
 FAX NUMBER:
 PHONE NUMBER:

QUOTE #: 031106-0600
 REFERENCE: Seminole RJDC
 DATE: 3/11/2005
 REP. NAME: Chris Duran

We are pleased to present a quote for the following equipment:

EQUIPMENT INFORMATION			
Quantity	Model #	Description	
1	JRS 800	800 Gallon UL#142 Fuel Tank	
Tank Size	Generator Footprint	Generator Model	Empty Weight
800 Gallons	105 x 41	Onan T50 DGFA	4101 lbs.
Sub-Base Dimension		Electrical Stub-up Area	
166 x 54 x 38		21"	

NOTE:

STANDARD EQUIPMENT

UL #142 closed top diked sub-base generator diesel fuel tank
 Inner tank fabricated with 10 gauge steel
 Outer tank fabricated with 7 gauge steel, including top and bottom
 Electrical stub-up area (see specs.) with removable end channel
 Six 2" NPT fittings, including two removable 1/2" NPT engine supply and return dip tubes, lockable fuel fill, normal vent, direct reading mechanical fuel gauge, one additional fitting for standard low fuel switch
 One emergency vent (sized to UL #142 specs.) is provided for inner fuel tank
 Outer containment area is permanently vented through manufacturer's design
 One NPT basin drain/fuel in basin switch is provided as standard equipment
 All tanks are painted satin black unless specified

OPTIONAL EQUIPMENT

Quantity	Description
1	Mount and Install Generator and Fuel Lines
1	4" Steel Mounting Beams
1	FDEP Package

PACKAGE PRICE

Freight Not Included F.O.B. Ocala, FL
 WT. Approximately 4101 lbs.
 Delivery Approximately 4 to 5 weeks from receipt of approved drawings
 This quote is valid for 45 days from above date

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