

RESOLUTION NO. 2011- 5

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 FOR SPACE WITH RURAL HEALTH CARE, INC. FOR THE TREATMENT OF PRIMARY HEALTH AND DENTAL CARE.

RECITALS

WHEREAS, Rural Health Care, Inc., has requested a Lease Agreement on property located at 1955 U.S. 1 South, East D Wing of the Health and Human Services Center, St. Augustine, Florida, for a nominal fee of One Dollar (\$1.00) annually, for a term of 12 months attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, Rural Health Care, Inc. will provide health and dental care services for the indigent, and uninsured; and

WHEREAS, this is a revocable Lease Agreement and should the County determine a need for the property the County could reclaim the property in (90) ninety days.

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 of St. Johns County 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 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 Courts of St. Johns County is instructed to record the original Lease Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 17<sup>th</sup> day of January, 2012.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA.

BY: [Signature]  
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]  
Deputy Clerk

RENDITION DATE 1/19/12



EXHIBIT "A" TO RESOLUTION

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 Lessor, ("Lessor"), and **Rural Health Care, Inc. d/b/a Family Medical & Dental Centers** a private not-for-profit corporation authorized to conduct business in the State of Florida whose mailing address is PO Drawer 817, Palatka, FL 32178, hereinafter referred to as Lessee ("Lessee").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Lessor does hereby lease to the Lessee 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: February 1, 2012

(B) TERMINATION DATE OF LEASE: January 31, 2013

(C) NAME and ADDRESS OF LESSOR:

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

(D) NAME and ADDRESS OF LESSEE:

Rural Health Care, Inc.  
PO Drawer 817  
Palatka, Florida 32177

Section 1.02: Permitted Use.

The property leased hereby shall be used solely and exclusively for public and governmental purposes including primary health and dental care.

Section 1.03: The Premises.

Lessor hereby leases to Lessee that certain property situated on 1955 U.S. 1 South, East D 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 4,251 square feet.

Section 1.04: Scheduled Lease Term.

The term of this Lease shall begin on February 1, 2012 and end at 11:59 p.m. on January 31, 2013.

Lessee may renew the lease for one additional year under the same terms by notifying the County/Lessor in writing prior to the expiration of the initial lease term.

Section 1.05: Condition of Premises.

The Lessee will take possession of the Premises with existing structures and together with future improvements for the use as primary health and dental healthcare facility. Any further improvements required for the Lessee's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Lessee'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.

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

**ARTICLE 2  
LESSOR'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, Lessor leases the Premises, and Lessee 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 Lessee to Lessor and performing and observing all of Lessee's covenants and obligations hereunder, Lessee, 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 Lessor.

**ARTICLE 3  
LESSEE'S OBLIGATION TO PAY RENT**

Section 3.01: Obligation to Pay Rent.

Notwithstanding any other Article, section or provision of this Lease, the Lessee's obligation to pay Rent and to make payments to Lessor under this Lease is limited solely and only to payment from the funds of the Lessee 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 Lessee covenants and agrees to appropriate in its annual budget for payment under this Lease.

Section 3.03: Timely Payment.

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

**ARTICLE 4  
UTILITIES**

Section 4.01: Parties' Respective Obligations.

At Lessee's expense, Lessee shall independently contract for, and pay all costs associated with any and all telecommunication utilities used. Lessor shall

reasonably provide all necessary and appropriate electricity, water, sewage and solid waste removal.

**ARTICLE 5  
MAINTENANCE OPERATION, IMPROVEMENTS, REPAIR AND JANITORIAL  
SERVICES**

Section 5.01: Maintenance by Lessor.

Lessor 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.

Lessor, 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 Lessee;
- (b) the installation of Lessee's property, fixtures (trade or otherwise), equipment or inventory;
- (c) Lessee'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 Lessee, its employees, agents, contractors, sublessees, invitees, guests, licensees, assigns or customers.
- (e) Lessor shall maintain and provide cleanup of all parking lots and maintain any flood lights on the premises.

Section 5.02: Maintenance by Lessee.

Except for Lessor's maintenance responsibilities as provided elsewhere in this Lease, Lessee, at Lessee'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 Lessee to maintain the Premises as provided in this Lease may result in Lessor having to expend funds for clean-up and/or repair. If such incident occurs, then Lessee shall fully reimburse Lessor, 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 Lessee, 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: Improvements by Lessee.

Lessee shall incur all cost associated with any and all construction building out or improvements to the designated area that encompasses D Wing of structure.

Section 5.04: Sign Awnings and Canopies.

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

Section 5.05: Lien.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Lessee or its independent contractors. Lessee 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 5.06: Surrender of Premises.

Upon termination of this Lease, Lessee 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 Lessor. Lessee must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Lessee and shall repair any damage caused thereby.

**ARTICLE 6  
INDEMNITY AND INSURANCE**

Section 6.01 Indemnity and Insurance.

To the extent permissible by law, the LESSEE agrees to indemnify and hold St. Johns County 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 LESSEE that St. Johns County 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 LESSEE 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 LESSEE assumes responsibility for any and all claims for personal injury damages arising out of its use of the premises. St. Johns County 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 LESSEE 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 LESSEE or

of any occupant, sublessee, visitor or user of any portion of the facility. The indemnity provisions of this section shall survive the termination of this lease.

The LESSEE shall, at all times during the term of this lease, maintain in full force and effect a policy or policies of 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. St. Johns County shall be named as additional insured.

The LESSEE for the term of this lease and at LESSEE sole cost and expense, secure and maintain for its benefit and the benefit of St. Johns County, hazard and flood insurance on all improvements on the premises in an amount not less than the full replacement value. The term "Full Replacement Value" as used in this section shall mean the actual replacement cost of all improvements located on the premises. The LESSEE shall insure the interests of St. Johns County as a named co-insured.

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 the execution of this agreement, certificates of insurance will be provided to St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, and include the name of the LESSEE, the lease term, and the property address. St. Johns County will be given thirty days (30) days notice prior to cancellation or modification of any insurance.

#### Section 6.02: Lessor Liability Insurance.

Lessor shall maintain adequate liability and property insurance covering the building.

#### Section 6.03: Alcohol on County Premises.

Alcohol shall only be permitted in or on County premises with prior written approval by 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 7  
DAMAGE AND DESTRUCTION**

Section 7.01: Fire, Explosion, or Other Casualty.

Lessee shall immediately give notice to Lessor 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 Lessor subject to this Section. Lessor shall not be required to repair or replace Lessee'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, Lessor, at its election, either promptly shall repair or rebuild the Premises and the buildings, or shall terminate this Lease by written notice to Lessee within ninety (90) days after the Occurrence. If the Occurrence renders twenty-five percent (25%) or less of the Premises unlesseeable and Lessee elects to utilize the portion not rendered unlesseeable during Lessor's repairs, a proportionate abatement of the rent shall be allowed from the Occurrence Date until the date Lessor completes its repair and restoration. Said proportion shall be computed on the basis of the relation which the gross square footage of the unlesseeable Premises space bears to the interior floor area of the Premises. If more than twenty five (25%) percent of the premises is rendered unlesseeable, or if Lessee elects not to utilize the Premises for its intended purpose during the Lessor's repairs, then, if and until Lessor restores the premises to the condition it was in on the Commencement Date, the Lessee's obligation to pay Rent shall cease from the date of the Occurrence until full repair and restoration. In the event Lessor fails to notify Lessee within 30 days after the Occurrence of the Lessor's election to either repair all damages required to be repaired by Lessor or to terminate this Lease, or in the event that the Lessor's repairs take more than 120 days from the date of notification to complete, the Lessee, at its option, may unilaterally terminate this Lease. In the event this Lease is terminated pursuant to this Article 7, the Lessee 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: Lessor's Work.

Upon an Occurrence, Lessor 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 Lessee.

**ARTICLE 8  
DEFAULT AND REMEDIES**

Section 8.01: Lessee's Default.

If Lessee fails to:

(i) Pay all or any monthly installments of the Rent or any other sum due to the Lessor from Lessee hereunder within 30 days after Lessor notifies Lessee 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 Lessor; or

(iii) Take appropriate action within ten (10) calendar days of receipt of written notice from Lessor requesting Lessee to remedy Lessee'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 Lessee's obligations hereunder and shall not have cured the default to the satisfaction of the Lessor within fifteen (15) calendar days following receipt of written notice from the Lessor; then, the Lessee shall be in default. Upon such default, the Lessor may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Lessee shall be responsible for the reasonable expenses incurred by termination occasioned by Lessee's default, and the Lessee 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 Lessee to Lessor under this Lease shall cease. Lessor shall use its best efforts to promptly obtain replacement lessees at a fair rental.

Section 8.02: Lessor's Default.

If Lessor fails to:

(i) Take reasonable action within ten (10) calendar days of receipt of written notice from Lessee requesting Lessor to remedy Lessor'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 Lessor's obligations hereunder and shall not have cured such failure within fifteen (15) calendar days following receipt of written notice from Lessee; then, Lessor shall be in default. Upon such default, the Lessee may terminate this Lease. In such event and upon vacation by Lessee, Lessor shall be responsible for all reasonable expenses, including temporary storage, incurred by Lessee.

Section 8.03: Termination of Lease.

If the County/Lessor, 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/Lessor shall give 180 days written notice to Lessee advising of such unsuitability and electing to terminate this Lease at the end of said 180-day period. County/Lessor agrees that if this clause is exercised, the County/lessor will reimburse the Lessee, on a pro rata basis, for the lessees cost of improvements proportional to the unused lease term, including options to renew, that are forfeited on that date of termination pursuant to the exercise of section 8.03 by the County/Lessor

**ARTICLE 9  
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 9.01: Covenant Not to Assign or Sublet.

Lessee 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 lessees of a governmental facility or a transportation operation and maintenance facility and prior approval from Lessor, which will not be unreasonably denied.

**ARTICLE 10  
HAZARDOUS SUBSTANCES**

Section 10.01: Hazardous Substances.

(a) Neither Lessee, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Lessee 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 Lessor. Notwithstanding the above, Lessee may locate up to two locked medical waste containers outside of and adjacent to the leased premises. Such containers 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 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.

Lessor and Lessee 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 Lessor and Lessee.

**ARTICLE 14  
CONFERENCE ROOM AND LOBBY**

Section 14.01 Conference Room and Lobby.

Lessor and Lessee shall share the use of the large Conference Room and Lobby for the use of the patients and personnel.

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

**Lessee:**  
**Rural Health Care, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print: \_\_\_\_\_

**Lessor:**

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

By: \_\_\_\_\_  
Its County Administrator  
Michael D. Wanchick

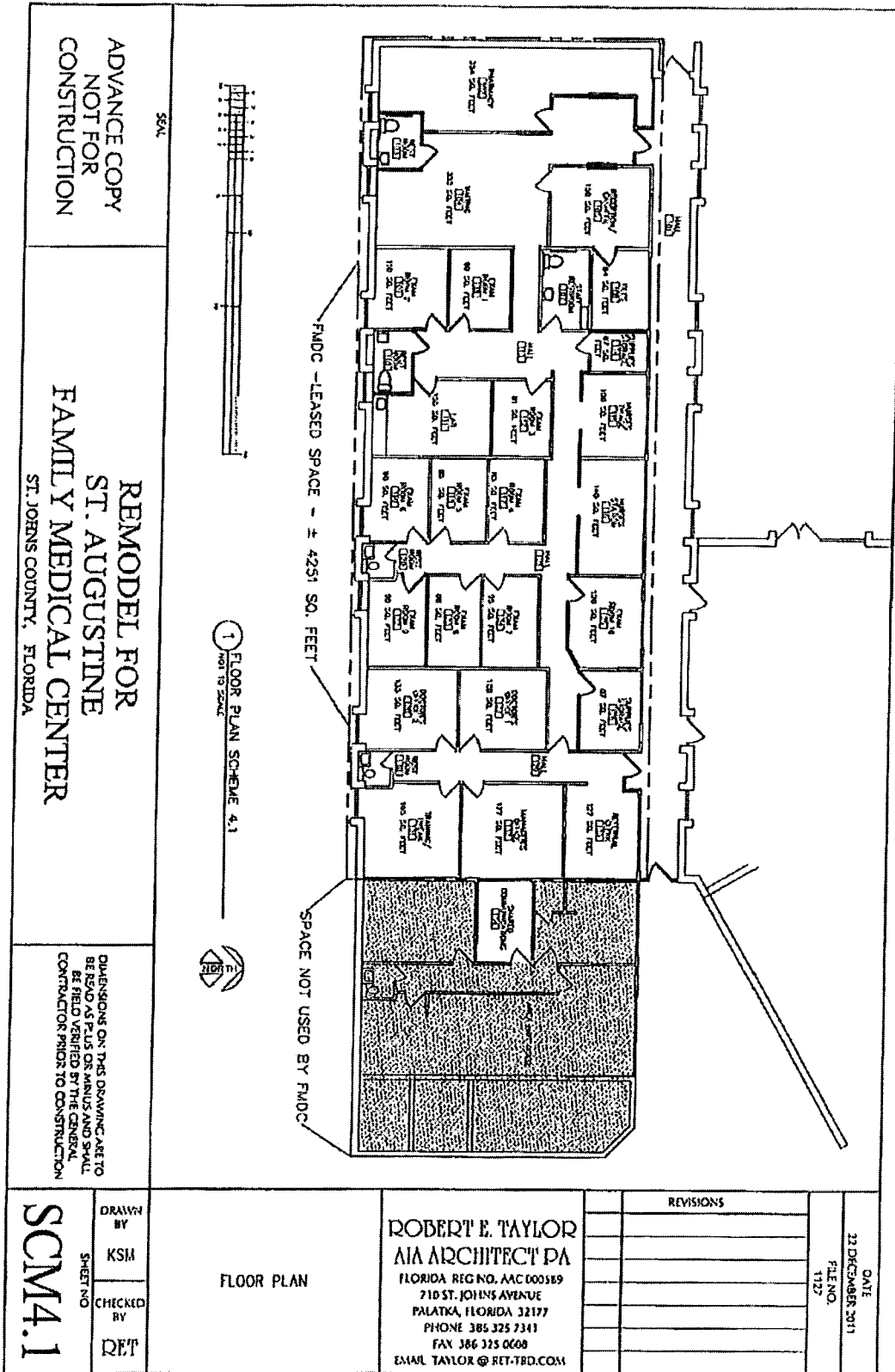
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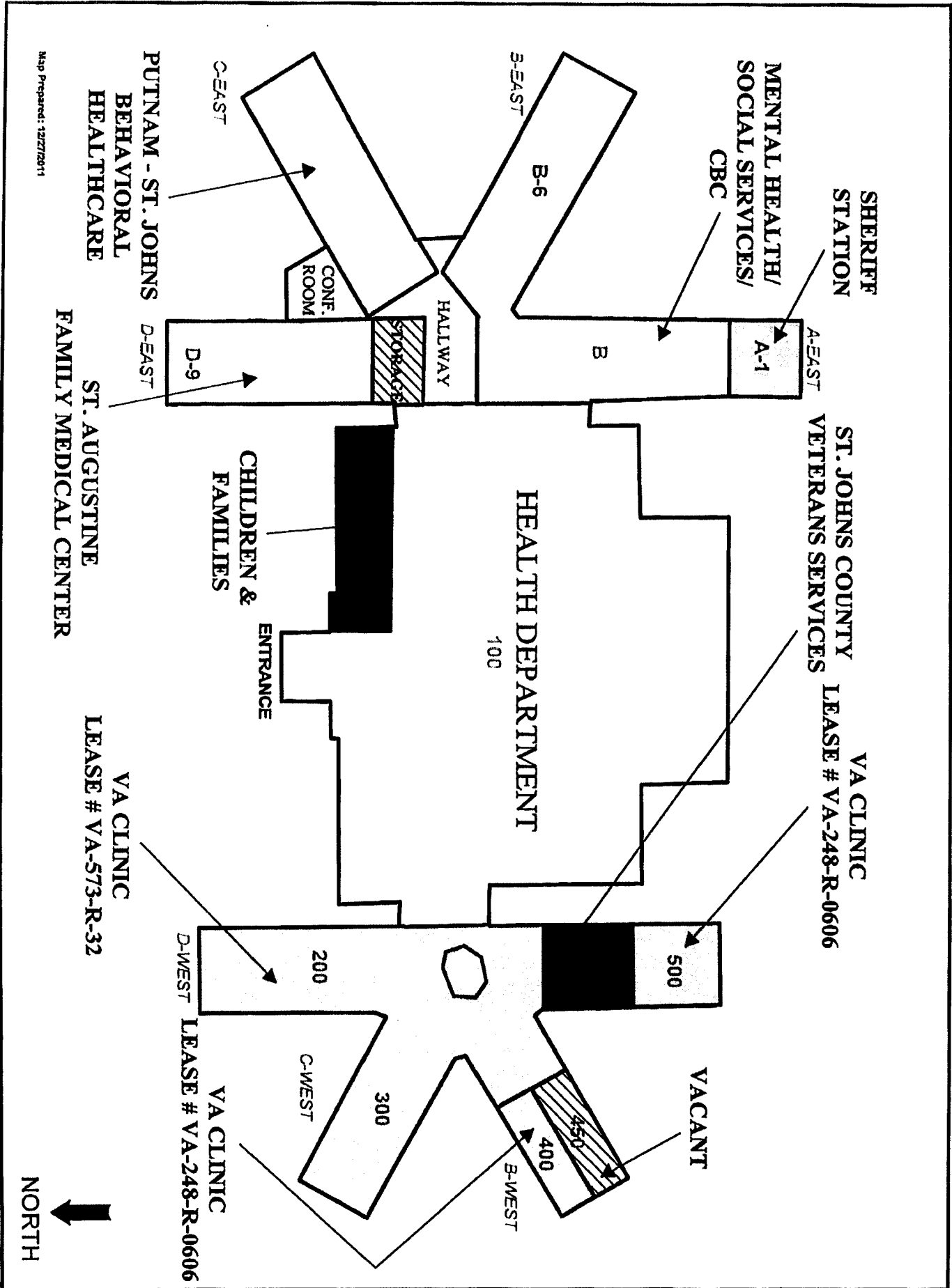
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Legal Review

By: \_\_\_\_\_  
County Attorney

EXHIBIT "A," TO LEASE





SHERIFF STATION

MENTAL HEALTH/ SOCIAL SERVICES/ CBC

ST. JOHNS COUNTY VETERANS SERVICES  
VA CLINIC  
LEASE # VA-248-R-0606

PUTNAM - ST. JOHNS BEHAVIORAL HEALTHCARE

ST. AUGUSTINE FAMILY MEDICAL CENTER

CHILDREN & FAMILIES

HEALTH DEPARTMENT  
100

VA CLINIC  
LEASE # VA-573-R-32

VA CLINIC  
LEASE # VA-248-R-0606

Map Prepared: 12/27/2011

NORTH