

RESOLUTION NO. 2015- 95

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 AN AMENDMENT TO LEASE AGREEMENT WITH RURAL HEALTH CARE, INC. FOR SPACE IN THE FORMER HEALTH & HUMAN SERVICES BUILDING LOCATED AT 1955 U.S 1 SOUTH.

RECITALS

WHEREAS, on December 21, 2010, the Board of County Commissioners adopted Resolution No. 2010-301, approving the terms of a Memorandum of Agreement with St. Johns County Health Department and Rural Health Care, Inc. d/b/a Family Medical & Dental Centers to provide primary health care services to the indigent, uninsured, and underinsured residents of St. Johns County; and

WHEREAS, on January 17, 2012, the Board of County Commissioners adopted Resolution No. 2012-5, approving the terms of a Lease Agreement between St. Johns County and Rural Health Care, Inc. d/b/a Family Medical & Dental Centers for 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; and

WHEREAS, on May 20, 2014, the Board of County Commissioners adopted Resolution No. 2014-129, approving the terms of a Lease Agreement with Lessee for property located at 1955 U.S. 1 South, East D Wing of the Health and Human Services Center, St. Augustine, Florida.

WHEREAS, Lessee has executed an Amendment to Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, requesting to extend the scheduled lease term for one month, or until April 30, 2015, allowing time for renovations to their new office space at 105 Whitehall Drive to be completed; and

WHEREAS, during the one month extension, Lessee has agreed to reimburse the County, in arrears, for fifty percent (50%) of certain operational costs identified on Table 1A of the Amendment to Lease Agreement; and,

WHEREAS, Lessee provides health care and pharmacy services to the indigent, uninsured and underinsured residents of St. Johns County; and

WHEREAS, it is in the best interest of the citizens of St. Johns County to approve the Amendment to Lease Agreement.

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 terms of the Amendment to Lease Agreement are hereby approved in substantially the form attached, and the County Administrator, or designee, is authorized to execute said Amendment.

Section 3. The Clerk of the Court of St. Johns County is instructed to file the Amendment to Lease Agreement in the Public Records of St. Johns County, Florida.

Section 4. 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 21st day of April, 2015.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By:  _____
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By:  _____
Deputy Clerk

RENDITION DATE 4/23/15



EXHIBIT "A" TO RESOLUTION

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT, is made this _____ day of April, 2015, by and between **ST. JOHNS COUNTY, FLORIDA** ("Lessor"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and **RURAL HEALTH CARE, INC. D/B/A AZALEA HEALTH (FORMERLY FAMILY MEDICAL & DENTAL CENTERS)** ("Lessee"), a private not-for-profit corporation authorized to conduct business in the State of Florida whose mailing address is P.O. Drawer 817, Palatka, Florida 32178.

- A. The Board of County Commissioners adopted Resolution No. 2014-129 on May 20, 2014, approving the terms of a Lease Agreement with Lessee for property located at 1955 U.S. 1 South, East D Wing of the Health and Human Services Center, St. Augustine, Florida. This Lease was scheduled to terminate on March 31, 2015.
- B. Lessee has requested to extend the scheduled lease term for one month, or until April 30, 2015, allowing time for renovations to their new office space at 105 Whitehall Drive to be completed.
- C. During the one month extension, Lessee has agreed to reimburse Lessor, in arrears, for fifty percent (50%) of certain operational costs identified on Table 1A, attached hereto as Exhibit "A", incorporated by reference and made a part hereof.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth below, the parties do hereby agree as follows:

- 1. The above recitals are incorporated by reference into the body of this Amendment to Lease Agreement and such recitals are adopted as findings of fact.
- 2. This Amendment constitutes all of the amendments to the Lease and there are no other amendments, modifications or transfers affecting the Lease.
- 3. There has been no breach of any of the covenants, conditions, stipulations or other provisions of the Lease by either party and the Lease, as amended, is in full force and effect.
- 4. All other terms, conditions and provisions of the Lease Agreement dated June 1, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment to Lease Agreement effective upon the date set forth above.

Signed, sealed and delivered
in our presence as Witnesses:

(sign) Deborah Wood
(print) Deborah Wood
(sign) R. Sweet
(print) R. Sweet

Signed, sealed and delivered
in our presence as Witnesses:

(sign) _____
(print) _____
(sign) _____
(print) _____

Lessee:
RURAL HEALTH CARE, INC.
D/B/A AZALEA HEALTH

By: [Signature]
Print: LAURA M. STENKER
Its: President & CEO

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

By: Michael D. Wanchick
Its: County Administrator

EXHIBIT "A"

TABLE 1A

Service	Fixed/Variable	Estimated Cost	Comment
Trash	Fixed	\$230.00	
Chlorine for AC Tower	Fixed	\$32.03	
Fire Alarm Monitoring	Fixed	\$323.52	
AC Tech	Fixed	\$5,000.00	
Water Sewer	Variable	\$4,834.16	Annual Avg/mo. but will use meter
Teco Gas	Variable	\$2,113.83	Annual Avg/mo. but will use meter
FPL	Variable	\$17,072.00	Annual Avg/mo. but will use meter reading
Site Lawn Maintenance	Variable	\$2,400.00	\$600/cut
Housekeeping and Janitorial Services	Variable	TBD	\$14.31/hr. for 40 hrs. plus supplies
Management Fee	Variable	TBD	20% of actual invoiced operational costs

For certain services listed in the chart above, the parties hereby agree as follows:

1. Lessee will reimburse Lessor, in arrears, for fifty percent (50%) of the actual invoiced operational costs identified on Table 1A above.
2. Any general maintenance and upkeep of structure/property services provided beyond the services identified in Table 1A above require written notice. The services may include, but are not limited to, painting, repair of structural defect/damages when necessary, plumbing, etc.
3. Lawn Maintenance: As needed, appropriate for season of year, to include mowing grass, trimming hedges, watering grass and plants, trim sidewalk, driveway and curb edges, remove weeds and grass from walkways and driveway, sweep walkways, driveway and parking area, rake leaves, and appropriately dispose of all clippings, trimmings, and leaves.
4. Payment of all utilities, including electricity, water, sewer, and waste removal pass through as costs to Azalea Health.
5. Housekeeping and janitorial services to include all services and supplies including, but not limited to, daily sweeping, mopping, vacuuming, dusting, trash removal, bathroom cleaning and resupply of paper towels, toilet tissue, hand soap, etc.
6. A Management Fee in the amount of 20% of actual invoiced operational costs shall be assessed to cover costs associated with St. Johns County's administration of vendor billing, invoicing and collections. The Management Fee shall be paid in arrears.

SOCIAL SERVICES (3,923.5 ft²)
CBC (7,566.5 ft²)

SHERIFF STATION (1,702 ft²)

ST. JOHNS COUNTY VETERANS SERVICES (4,436 ft²)

VA CLINIC
LEASE # VA-248-R-0606 (3,841 ft²)
LEASE # VA-573-R-46 (9,990 ft²)

HOUSING (455 ft²)

BETTY GRIFFIN HOUSE (1 cubicle)

SMA BEHAVIORAL HEALTHCARE (1 cubicle)

SMA BEHAVIORAL HEALTHCARE (6,319 ft²)

AZALEA HEALTH (4,251 ft²)

CHILDREN AND FAMILIES (540 ft²)

D-EAST

C-EAST

B-EAST

A-EAST

HEALTH DEPARTMENT

A-WEST

D-WEST

C-WEST

B-WEST

HALLWAY

STORAGE

VACANT

ENTRANCE

CONF ROOM

47750th

