

**RESOLUTION NO. 2015- 96**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AMENDMENT NO. 1 TO THE REVOCABLE LICENSE WITH THE U.S. DEPARTMENT OF VETERANS AFFAIRS FOR THE CONTINUED OPERATION OF THE ST. AUGUSTINE COMMUNITY BASED OUTPATIENT CLINIC AT 1955 U.S. 1 SOUTH.**

**RECITALS**

**WHEREAS**, the U.S. Department of Veterans Affairs ("VA") operates the St. Augustine Community Based Outpatient Clinic ("CBOC") at 1955 U.S. 1 South in space leased from the County; and

**WHEREAS**, on February 24, 2015, the County and the VA entered into a Revocable License No. 573-15-002, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to allow the CBOC to continue to operate at its current location for an additional six months so the VA can set up a temporary clinic; and

**WHEREAS**, under the Revocable License, the VA agrees to pay: (1) \$53,333 per month for the six month period; (2) \$100,000 per month in the event of any holdover beyond the six month period; (3) reimbursement to the County for all operational costs outlined in the Revocable License; and (4) a management fee to the County for administration of the Revocable License; and

**WHEREAS**, Rural Health Care, Inc. d/b/a Azalea Health (formerly Family Medical & Dental Centers) ("Azalea Health") provides health care and pharmacy services to the indigent, uninsured and underinsured residents of St. Johns County at 1955 U.S. 1 South in space leased from the County; and

**WHEREAS**, Azalea Health has requested to continue at its current location until April 30, 2015, allowing time for renovations to their new office space to be completed; and

**WHEREAS**, Azalea Health has offered to pay for certain operational costs, and the VA, after review and consideration, has agreed that Azalea Health and the VA shall each pay fifty percent (50%) of the actual invoiced operational costs identified on Amendment No. 1 to Revocable License No. 573-15-002, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, all other terms and conditions of the Revocable License shall remain in full force and effect, and

**WHEREAS,** it is in the best interest of the citizens of St. Johns County to approve proposed Amendment No. 1, reallocating responsibility for certain operational costs between the VA and Azalea Health.

**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 No. 1 to Revocable License No. 573-15-002 are hereby approved in substantially the form attached, and the County Administrator, or designee, is authorized to execute said Amendment No. 1.

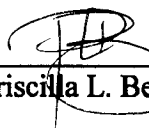
**Section 3.** The Clerk of the Court of St. Johns County is instructed to file the Amendment No. 1 to Revocable License No. 573-15-002 in the Public Records of St. Johns County, Florida.

**Section 4.** If any portion of this Resolution is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portions of this Resolution. If this Resolution or any provisions hereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

**Section 5.** 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** this 21<sup>st</sup> 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

RESOLUTION NO. 2015- 41

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A REVOCABLE LICENSE FOR USE OF REAL PROPERTY WITH THE U.S. DEPARTMENT OF VETERANS AFFAIRS FOR THE CONTINUED OPERATION OF THE ST. AUGUSTINE COMMUNITY BASED OUTPATIENT CLINIC AT 1955 U.S. 1 SOUTH.**

**RECITALS**

**WHEREAS**, the U.S. Department of Veterans Affairs ("VA") operates the St. Augustine Community Based Outpatient Clinic ("CBOC") at 1955 U.S. 1 South in space leased from the County; and,

**WHEREAS**, the Board of County Commissioners approved a Purchase and Sale Agreement with Lowe's Home Improvement Inc. ("Lowe's") on November 1, 2011, and 1955 U.S. 1 South was sold to Lowe's April 1, 2013; and,

**WHEREAS**, the VA has not secured another location for the CBOC and will not be able to vacate 1955 U.S. 1 South by the March 31, 2015, deadline; and,

**WHEREAS**, the terms of the lease back from Lowe's to the County requires the building to be vacated by March 31, 2015 or enter into an extended term at a rate of \$53,333 per month for six months; and,

**WHEREAS**, under the proposed Revocable License, the VA is agreeing to pay: (1) \$53,333 per month for the six month period, (2) \$100,000 per month in the event of any holdover beyond the six month period; (3) reimbursement to the County for all operational costs outlined in the Revocable License; and (4) a management fee to the County for administration of the Revocable License. and,

**WHEREAS**, it is in the best interest of the health and welfare of the veterans residing in St. Johns County and the citizens of St. Johns County to approve the proposed Revocable License, attached hereto as **Exhibit A**, incorporated by reference and made a part hereof, to allow the CBOC to continue to operate at its current location for an additional six months so the VA can set up a temporary clinic.

**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 Revocable License are hereby approved in substantially the form attached, and the County Administrator, of designee, is authorized to execute said Revocable License.

**Section 3.** The Clerk of the Courts of St. Johns County is instructed to file the Revocable License in the Public Records of St. Johns County, Florida.

**Section 4.** If any portion of this Resolution is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions this Resolution. If this Resolution or any provisions hereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

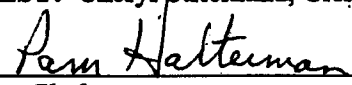
**Section 5.** To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED, this 17 day of February, 2015.

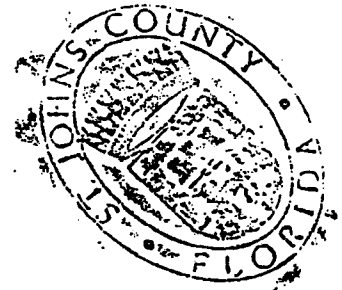
**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA.**

By:   
Priscilla L. Bennett - Chair

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 2/20/15



REVOCABLE LICENSE FOR USE OF REAL PROPERTY  
GRANTED TO  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS  
BY  
ST. JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA  
**LICENSE NO. 573-15-002**

This Revocable License ("License") is made and entered into this the 24<sup>th</sup> day of February, 2015, by and between St. Johns County, a political subdivision of the State of Florida (hereinafter "Licensor"), and the U.S. Department of Veterans Affairs (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Lowe's Home Center, Inc. is the owner of property, including all improvements, located at 1955 U.S. 1 South, St. Augustine, FL 32086 ("Property"); and

WHEREAS, Licensor currently manages all operations at the Property; and

WHEREAS, Licensee has been, and seeks to continue, occupying a portion of the Property for the purpose of providing healthcare services to Veterans in the St. Augustine, Florida area; and

WHEREAS, Licensor agrees to license to Licensee said portion of the Premises, subject to the terms and conditions contained herein.

NOW THEREFORE, the Licensor and Licensee agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a revocable license to occupy the 13,831 net usable square feet (NUSF), together with the 80 existing parking spaces, Licensee currently occupies at the Property ("Licensed Premises"). Licensee shall continue to occupy 9,990 NUSF for operation of the Community Based Outpatient Clinic ("CBOC") and 3,841 NUSF for operation of the Hospital-based Home Care ("HBHC").

2. **Relationship.** Licensee acknowledges and agrees that this License is not a lease, and nothing in this License creates a tenancy relationship between Licensor and Licensee during the Term. By virtue of this License, the relationship between Licensor and Licensee is that of a licensor and licensee, and not that of a landlord and tenant.

3. **Term.** The term of this License shall commence on April 1, 2015 ("Effective Date") and automatically expire on September 30, 2015 ("Expiration Date"), unless earlier revoked or terminated by the mutual written consent of both parties hereto. There are no extensions of the term available under this License, unless provided in writing and executed by duly authorized

representatives of each party hereto.

**4. Surrender.** On or before the Expiration Date, Licensee shall remove all of its property and vacate the Licenses Premises. Any failure by Licensee to timely surrender the Licensed Premises as provided herein shall constituted an unauthorized holdover. Licensee shall endeavor to provide written notice to the Licensor thirty (30) days prior to the Expiration Date, to confirm that Licensee will be able to vacate the Licensed Premises by the Effective Date ("Notice to Vacate").

**5. License Fee.** The consideration for this License shall be the sum of Fifty Three Thousand Three Hundred Thirty Three Dollars (\$53,333) per month, which shall be payable in arrears on the first day of each month, for the term of this Agreement. In the event that Licensee should fail to surrender the Licensed Premises on the Expiration Date and continue to occupy the Licensed Premises (holdover), the fee shall automatically increase to the sum of one hundred thousand dollars (\$100,000) per month, which shall be payable in arrears on the first day of each month beyond the Expiration Date.

**6. Operational Costs.** In addition to the License Fee described above, Licensee shall compensate Licensor for Licensor's performance of the operational services identified in Exhibit A, attached hereto. Such compensation shall be payable in arrears, and in the corresponding amounts provided in Exhibit A.

**7. Other Costs.** Licensee shall be solely responsible for all "at cost" amounts associated with the Licensor's performance of any services for Licensee beyond those described in Exhibit A, and required for continued operation under this License. Such costs shall include but are not limited to equipment replacement. However, Licensor and Licensee agree that they will need in each instance, to reach a prior agreement in writing regarding any such performance activities that Licensor will perform for such "continued operation," before Licensor will be required or expected to perform such services.

**8. Security Deposit.** As part of Licensee's first month's License Fee payment under this License, Licensee agrees to pay to Licensor a security deposit in the amount of Fifty Three Thousand Three Hundred Thirty Three Dollars (\$53,333) (the "Security Deposit"), in addition to the first month's License Fee amount of \$53,333.00. In the event that Licensee should fail to surrender the Licensed Premises on the Expiration Date and continue to occupy the Licensed Premises (holdover) beyond the Expiration Date, the Security Deposit shall be increased to the sum of one hundred thousand dollars (\$100,000), which the Licensee would owe to Licensor by no later than October 1, 2015.

**(a) Use of Security Deposit.** Upon failure by Licensee to pay any License Fee or Costs due to Licensor as provided in this License, Licensor shall have the right to apply so much of the Security Deposit as is necessary to cure amounts then owed to the Licensor under this License.

**(b) Return of Deposit.** Any remaining balance of the Security Deposit shall be returned by Licensor to Licensee within no more than thirty (30) days after the expiration or termination of this License, and Licensee's vacation of the Licensed Premises. Alternatively, if the full amount of the Security Deposit remains intact upon Licensee's issuance of the Notice to Vacate

described in Paragraph #4 above, Licensor and Licensee shall coordinate as needed, to enable the Licensor to utilize Licensee's Security Deposit as the final License Fee under this Agreement. Such payment shall occur in arrears, as the other occupancy payments from the Licensee.

**9. Reasonable Cooperation with the Media.** The parties agree that before making any statements to the press or other third parties regarding this License, the party proposing to do so shall first (absent an emergency situation) coordinate in good faith with the underlying program and public affairs offices of other party, so that a unified, agreed-upon statement can be released, to the fullest extent possible.

**10. Notice.** Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as provided in this paragraph and deposited, postage prepaid, in a public mail box maintained by the U.S. Postal Service. All notices to be given pursuant to this License shall be addressed as follows:

**If to Licensee to:**

Jessica Kaplan, Director, Real Property Service (003C1E), Office of Construction & Facilities Management (003C), Department of Veterans Affairs, 425 I Street, N.W., Washington, D.C. 20001 with a copy sent via email to [Allyson.Lee@va.gov](mailto:Allyson.Lee@va.gov)

**If to St. Johns County to:**

Michael Wanchick, County Administrator, 500 San Sebastian View, St. Augustine, Florida 32084 with a copy sent via email to [mablount@sjcfl.us](mailto:mablount@sjcfl.us).

**11. Inspection.** Licensee shall have the right to inspect the licensed space prior to the effective date of the license, to ensure the condition of the space continues to meet Licensee's needs and requirements, and is otherwise safe and appropriate for Licensee's use.

**12. Laws and Ordinances.** In the exercise of any privilege granted by this License, Licensee shall not engage in any behavior or conduct that would otherwise impinge on Lowe's ability to comply with all applicable Federal, State, and local law related to Lowe's interest in the underlying real property. Notwithstanding this provision, this License shall be governed, construed and enforced in accordance with Federal law, and if no such law exists, then applicable State and local law, and shall at all times be subject to, the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501).

**13. Damage.** Except as may be otherwise provided herein, no property of Lowe's or St. Johns County shall be destroyed, displaced, or damaged by Licensee in the exercise of the privilege granted by this License, without the prior written consent of the Lowe's or St. Johns County.

**14. Liability.** The liability, if any, of Licensee for injury or loss of property, or personal injury or death in connection with this License, shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680).

**15. Operation.** Licensee shall confine its activities to the Licensed Premises, and shall refrain from damaging or impairing the space, or jeopardizing the safety of persons or property.

**16. Amendments.** There shall be no amendments to or departure from the terms of this License without the prior written consent of the parties.

**17. Assignment, revocation, and abandonment.** This License is unassignable and shall be revocable or terminable only by prior written consent of all parties hereto. Upon revocation or termination of this License, Licensee shall restore the property to substantially the same condition as existed prior to the effective date of this License, excepting any normal wear and tear.

A. Notice: if one or more parties intend to revoke the subject agreement, a minimum of thirty (30) days prior notice must be provided to all parties, in writing; and,

B. If such revocation occurs, and Licensee has paid for any item or service it will not benefit from using due to the revocation, then the party that has received those monies shall return to Licensee, its pro rata share of the funds within ten (10) business days of the revocation notice.

**18. Special Conditions.** Special conditions applicable to this License are set forth in Exhibit B, attached hereto.

**19. Time Is Of The Essence.** Time is of the essence for this Agreement. If the expiration of any time period set forth herein falls on a Saturday, Sunday or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 P.M., EST.

**20. Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**21. Appendices, Addendums and Exhibits.** All documents which are referred to in this Agreement, and which are attached hereto or specifically references and labeled, shall be incorporated in and constitute a part of this License.

**22. Applicable and Governing Law.** The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C §§ 2671-2680). Additionally, this License shall be governed by and enforced in accordance with the laws of the United States and, to the extent such laws do not apply, then by the laws of the State of Florida without regard to its principles of conflicts of law.

**23. Entire Agreement.** All terms and conditions with respect to this Agreement are expressly contained herein and supersede all previous oral and written statements and documents, and the Licensor agrees that no representative or agent of the Government has made any representation or promise with respect to this License not expressly contained herein. This License may be




amended, modified or altered only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

**24. Authority to Execute.** The parties warrant that they have the authority to enter into this Agreement. The parties further warrant that the individual signing below is duly authorized to execute and deliver this Agreement on behalf of each respective party. Licensor recognizes and agrees that only an authorized Contracting Officer of the Licensee shall have the authority to agree to any binding decisions or amendments relating to this License.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

**U.S. DEPARTMENT OF VETERANS AFFAIRS  
AS Licensee**


  
\_\_\_\_\_  
Jessica L. Kaplan  
Director, Real Property Service

City of Washington ]  
                                  ]  
District of Columbia ]

On this *24th* day of *February*, 2015, before me, a Notary Public in and for said District of Columbia, personally appeared to me Jessica L. Kaplan well known and known to me to be Director, Real Property Service, who has an office at 425 I Street, NW, Washington, DC 20001, whose name is subscribed to the within instrument, and acknowledged that she executed the same as a voluntary act and deed of the United States of America, within the scope of her lawful authority.



[SEAL]

  
\_\_\_\_\_  
Notary Public  
District of Columbia

My commission expires:

07/31/2015

*Signatures Continue on Following Pages*

**ST. JOHNS COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA**


  
Michael D. Wanchick  
County Administrator, St. Johns County Board of Commissioners

City of St. Augustine ]  
  ]  
State of Florida         ]

On this 24 day of February, 2015, before me, a Notary Public in and for said State of Florida, personally appeared to me Michael D. Wanchick well known and known to me to be County Administrator, St. Johns County Board of Commissioners, who has an office at 500 San Sebastian View, St. Augustine, FL 32084, whose name is subscribed to the within instrument, and acknowledged that he executed the same as a voluntary act and deed, within the scope of his lawful authority.

[SEAL]




  
\_\_\_\_\_  
Notary Public  
State of Florida

My commission expires:

8/15/17

**LEGALLY SUFFICIENT**

  
\_\_\_\_\_  
Name  
Date: 2/24/15

**REVOCABLE LICENSE NO. 573-15-002  
ST. AUGUSTINE, FL**

**EXHIBIT A  
OPERATIONAL COSTS**

1. As noted in Paragraph 6 of the License, the parties agree that during the term of this License, St. Johns County will provide VA with the operational services identified below. The frequency of the below described services shall vary as denoted in the chart below; some constitute one-time payments, monthly fixed payments, and/or monthly variable costs, as shown in the chart. In return, VA agrees to compensate St. Johns County in arrears, once the service has been rendered, and upon the County providing VA with either an invoice for the service from the vendor, or other official documentation of the County confirming the cost of the completed service. The following table lists the services the County will provide to VA, and indicates the frequency that the County will provide such services to VA during the term of the License.

**TABLE 1A**

<b>Service</b>	<b>One-Time/Recurring Monthly</b>	<b>Fixed/Variable</b>	<b>Estimated Cost</b>	<b>Comment</b>
Floor Waxing	One Time	Fixed	\$6,178.00	Will require one more waxing prior to vacating
Backflow Preventer Test	One Time	Fixed	\$1,080.00	Annual Test
Fire Alarm Test	One Time	Fixed	\$880.00	Annual Test
Trash	Recurring	Fixed	\$230.00	
Bio-Waste	Recurring	Fixed	\$266.00	
Pest Control	Recurring	Fixed	\$250.00	
Air Filters	Recurring	Fixed	\$174.96	
VA Specific supplies	Recurring	Fixed	\$166.95	VA specific janitorial supplies
Chlorine for AC Tower	Recurring	Fixed	\$32.03	
Fire Alarm Monitoring	Recurring	Fixed	\$323.52	
AC Tech	Recurring	Fixed	\$5,000.00	
Water Sewer	Recurring	Variable	\$4,834.16	Annual Avg/mo. but will use meter
Teco Gas	Recurring	Variable	\$2,113.83	Annual Avg/mo. but will use meter

**LICENSE NO. 573-15-002**  
**ST. AUGUSTINE, FL**  
**EXHIBIT A – OPERATIONAL COSTS**  
**(Continued)**

FPL	Recurring	Variable	\$17,072.00	Annual Avg/mo. but will use meter reading
Site Lawn Maintenance	Recurring	Variable	\$2,400.00	\$600/cut est. 4/mo. per paragraph 1B.ii.
Property Taxes	One Time	Fixed	\$12,700.68	6 month Term estimate
Management Fee	Recurring	Variable	percentage	20% of actual billed amounts per paragraph 1B.vii.
Housekeeping and Janitorial Services	Recurring	Variable	TBD	\$14.31/hr. for 40 hrs. plus supplies per 1B.vi.

2. For certain of the services listed in the chart above, the parties hereby agree to Clauses i through vii, below.

- i. Any general maintenance and upkeep of structure/property services provided beyond the services identified in Table 1A, above, require written notice. These services may include, but are not limited to painting repair of structural defect/damages when necessary, plumbing, etc. St. Johns County must provide written notice three (3) days in advance of conducting any services not identified in Table 1A to a designated local VA Representative, with courtesy copy to Nicklous Ross, Assistant Director, North Florida/South Georgia Healthcare System.
- ii. 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. Lawn maintenance shall be conducted in recurring periods identified in Exhibit A, Item 1A.
- iii. Pest Control - monthly extermination of household/building insects and pests and more frequently, if necessary. Pest control shall be conducted in recurring periods identified in Exhibit A, Item 1A.
- iv. Payment of all property taxes, insurance and Management Fees as costs to VA.
- v. Payment of all utilities, including, electricity, water, sewer, and waste removal, including bio-hazard waste pass through as costs to VA.
- vi. Housekeeping and Janitorial services to include all services and supplies required for operation of a medically-related facility. To include, but not be limited to, daily sweeping, mopping, vacuuming, dusting, trash removal, bathroom cleaning and re-

INITIALS: 

**LICENSE NO. 573-15-002**  
**ST. AUGUSTINE, FL**  
**EXHIBIT A – OPERATIONAL COSTS**  
**(Continued)**

supplying of paper towels, toilet tissue hand soap, etc. Quarterly stripping and waxing of vinyl flooring. Semi-annual carpet cleaning window-washing, cleaning and vacuuming air conditioning grills, etc. Janitorial services shall be conducted in recurring periods identified in Exhibit A, Item 1A.

- vii. A Management Fee in the amount of 20% of the 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.

**REVOCABLE LICENSE NO. 573-15-002  
ST. AUGUSTINE, FL**

**EXHIBIT B  
SPECIAL CONDITIONS**

1. **Revocation Process.** The parties agree that this License is revocable during the term of the License, provided the Director, Office of Construction and Facilities Management, Real Property Service, U.S. Department of Veterans Affairs ("VA"), and ST. JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("St. Johns County"), mutually agree in writing, and determine that doing so is necessary due to a change in law, avoiding an adverse impact on VA's or the Licensor's mission and operations, or a national security event (Revocation Notice). The revocation shall not become effective until thirty (30) days from the date that the last party that is authorized to bind both VA and St. Johns County acknowledges or signs the Revocation Notice .

EXHIBIT "B" TO RESOLUTION

**AMENDMENT NO. 1  
LICENSE NO. 573-15-002**

THIS AMENDMENT No. 1 ("Amendment") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between St. Johns County, a political subdivision of the State of Florida (hereinafter "Licensor"), and the U.S. Department of Veterans Affairs (hereinafter "Licensee").

WHEREAS, the parties entered into Revocable License Number 573-15-002 (the "License"), for property, including all improvements, located at 1955 U.S. 1 South, St. Augustine, FL 32086 (the "Licensed Premises"), for the term from April 1, 2015 through September 30, 2015;

WHEREAS, Licensor and Licensee desire to amend the License as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree that the License is hereby amended as follows:

1. The following language shall be added to Exhibit A to the License, attached and incorporated to the License:

"Rural Health Care, Inc., dba. Azalea Health (hereinafter "Azalea Health") will continue to occupy the licensed premises from March 31, 2015 through April 30, 2015. VA and Azalea Health shall each pay 50% in arrears, for any services identified in Table 2A below, provided from or on behalf of the County for the period of April 1, 2015 through April 30, 2015. Additionally, any services identified in Table 1A that VA and Azalea Health jointly request and receive from St. Johns County, shall be paid in arrears, with VA and Azalea Health each paying 50% of the total cost.

**Table 2A**

Service	One-Time/Recurring Monthly	Fixed/Variable	Estimated Cost	Comment
Trash	Recurring	Fixed	\$230.00	
Chlorine for AC Tower	Recurring	Fixed	\$32.03	
Fire Alarm Monitoring	Recurring	Fixed	\$323.52	
AC Tech	Recurring	Fixed	\$5,000.00	
Water Sewer	Recurring	Variable	\$4,834.16	Annual Avg/mo. but will use meter



Teco Gas	Recurring	Variable	\$2,113.83	Annual Avg/mo. but will use meter
FPL	Recurring	Variable	\$17,072.00	Annual Avg/mo. but will use meter reading
Site Lawn Maintenance	Recurring	Variable	\$2,400.00	\$600/cut est. 4/mo. per paragraph 1B.ii.
Housekeeping and Janitorial Services	Recurring	Variable	TBD	\$14.31/hr. for 40 hrs. plus supplies per 1B.vi.

St. Johns County shall invoice VA and Azalea Health for 50% each of all shared services. All payments on behalf of VA shall be paid in arrears. St. Johns County shall be responsible for collecting any fees due from Azalea Health."

2. All other terms and conditions of the License shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**LICENSOR**

Signature: \_\_\_\_\_


Printed Name: Michael D. Wanchick

Title: County Administrator, St. Johns County

Date: \_\_\_\_\_

**LICENSEE**

UNITED STATES OF AMERICA,  
Acting by and through the U.S. Department of Veterans Affairs and Authorized Representatives

Signature: 

Printed Name: Jessica L. Kaplan

Title: Director, Real Property Service

Date: 4/1/15

this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

(b) Subject to the provisions of Section 768.28, Florida Statutes, in the exercise of such right, the Buyer shall indemnify and hold harmless the Seller of, from and against any and all claims, demands, loss, charges, costs and expenses incurred by the Seller pertaining to any personal injury or property damage arising out of the exercise of such inspection right by the Buyer or its agents or contractors. In the event that there is any injury or damage to the Property resulting from any such inspections by Buyer or its agents or contractors, then Buyer shall restore the Property to its original condition prior to such inspections. This indemnification shall survive Closing and any termination of this Agreement.

12. Default.

(a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, and then at its option and as its exclusive remedy either may terminate this Agreement or sue for specific performance. Buyer waives any rights it might have to sue for damages.

(b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

13. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

15. Modification Must be in Writing. Unless otherwise specifically provided herein, no modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

16. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

17. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

18. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

19. Time. Time is of the essence of all provisions of this Agreement.

20. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

21. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

**Seller:**                   **St. Johns Service Company**  
One Independent Drive, Suite 3120  
Jacksonville, Florida 32202  
Attn: Alexa Daniels

**Buyer:**                   **St. Johns County, Florida, a political subdivision**  
**of the State of Florida**  
500 San Sebastian View  
St. Augustine, Florida 32084

**Escrow Agent:**       **Gartner, Brock and Simon, LLP**  
1660 Prudential Drive, Suite 203  
Jacksonville, Florida 32207  
Attn: Bert C. Simon, Esq.  
Phone: (904) 224-8185

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

23. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

VA CLINIC  
LEASE # VA-248-R-0606  
(3,841 ft<sup>2</sup>)  
LEASE # VA-573-R-46  
(9,990 ft<sup>2</sup>)

ST. JOHNS COUNTY  
VETERANS SERVICES  
(4,436 ft<sup>2</sup>)

SHERIFF  
STATION  
(1,702 ft<sup>2</sup>)

SOCIAL SERVICES (3,923.5 ft<sup>2</sup>)/  
CBC (7,566.5 ft<sup>2</sup>)

HOUSING  
(455 ft<sup>2</sup>)

BETTY  
GRIFFIN  
HOUSE  
(1 cubicle)

HEALTH DEPARTMENT

SMA  
BEHAVIORAL  
HEALTHCARE  
(1 cubicle)

VACANT

CHILDREN  
AND  
FAMILIES  
(540 ft<sup>2</sup>)

AZALEA HEALTH  
(4,251 ft<sup>2</sup>)

SMA  
BEHAVIORAL  
HEALTHCARE  
(6,319 ft<sup>2</sup>)

A-WEST

B-WEST

C-WEST

D-WEST

A-EAST

HALLWAY

STORAGE

B-EAST

D-EAST

C-EAST



NORTH