

RESOLUTION NO. 2005- 351

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE ECONOMIC DEVELOPMENT AGENCY AGREEMENT WITH HEALSTONE, INC. I ON BEHALF OF ST. JOHNS COUNTY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** as follows:

**WHEREAS**, Healstone, Inc. I submitted an application to the Economic Development Agency requesting business incentives be considered; **and**

**WHEREAS**, the Economic Development Agency prepared a written report and presented same to the Board of County Commissioners on October 18, 2005; **and**

**WHEREAS**, the Board of County Commissioners approved the incentive calculation for \$611,016 and directed the County Attorney's office to prepare a contract; **and**

**WHEREAS**, the County has reviewed the terms, provisions, conditions, and requirements of the Economic Development Grant Agreement (attached hereto, and incorporated herein); **and**

**WHEREAS**, the County has determined that accepting the Economic Development Grant Agreement, and executing said Agreement will serve the interests of the County.

**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, Florida (Board) approve the Economic Development Agency Agreement with Healstone, Inc. I.

Section 3. The Board of County Commissioners authorizes the County Administrator to execute the Economic Development Agency Agreement with Healstone, Inc. I.

**DULY ADOPTED BY THE GOVERNING BOARD OF ST. JOHNS COUNTY, FLORIDA** this 15 day of November, 2005.

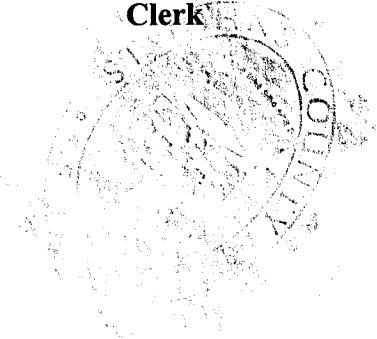
**ATTEST:**

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

James E. Bryant  
Chairman, James E. Bryant

RENDITION DATE 11/17/2005

Robin L. Platt  
Clerk



**ECONOMIC DEVELOPMENT  
GRANT AGREEMENT**

**THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT (“Agreement”)** dated this 17<sup>th</sup> day of November 2005, between **St. Johns County (“County”)**, a political subdivision of the State of Florida, located at 4020 Lewis Speedway, St. Augustine, Florida 32084, and **Healstone Inc. I, (“Healstone”)**, a foreign corporation, with a current mailing address of P. O. Box 1328, Roswell, Georgia 30077.

**RECITALS**

**WHEREAS**, Section 125.045, Florida Statutes, declares that a public purpose is served when a **County** makes economic development grants to private enterprises for the expansion of businesses existing in the **County**, or the attraction of new businesses to the **County**; and

**WHEREAS**, Section 125.045, Florida Statutes, authorizes Counties to spend public funds for economic development activities, including the making of economic development grants; and

**WHEREAS**, **St. Johns County, Florida**, through **County Ordinance 2005-56**, adopted and implemented a St. Johns County Business Incentive Program for the purpose of providing economic development grants for private enterprises that meet both the criteria established under **County Ordinance 2005-56**, and receive the Board of County Commissioners’ recommendation that an Economic Development Grant be awarded; and

**WHEREAS**, **Healstone**, on July 13, 2005 submitted to the County an Application for an Economic Development Grant under the criteria set forth in **County Ordinance 2005-56**; and

**WHEREAS**, the St. Johns County Public Economic Development Agency (“**Public Agency**”) has reviewed **Healstone’s** Submitted Application for an Economic Development Grant under the criteria set forth in **County Ordinance 2005-56**; and

**WHEREAS**, the **Public Agency** has issued a Report that evaluates **Healstone’s** Submitted Application for an Economic Development Grant under the criteria set forth in **County Ordinance 2005-56**; and

**WHEREAS**, the Board of County Commissioners of St. Johns County, Florida has reviewed both **Healstone’s** Submitted Application for an Economic Development Grant, and the **Public Agency’s** Report that evaluated **Healstone’s** Submitted Application for an Economic Development Grant under the criteria set forth in **County Ordinance 2005-56**; and

**WHEREAS**, after a review of both **Healstone's** Submitted Application, and the **Public Agency's** Report, the Board of County Commissioners of St. Johns County has determined and voted that **Healstone** should be eligible for an Economic Development Grant; and

**WHEREAS**, the Board of County Commissioners of St. Johns County directed the **Public Agency**, and the Office of County Attorney to develop and draft a **Grant Agreement** that is both consistent with the requirements set forth in **County Ordinance 2005-56**, and includes those provisions that are common and necessary to give legal force and effect to such a **Grant Agreement**.

**NOW THEREFORE**, the parties hereto, for and in consideration of the mutual covenants and conditions hereinafter expressed, do hereby agree as follows:

**Section 1. Findings.**

The above Recitals are incorporated by reference into the body of this **Agreement**, and such Recitals are adopted as Findings of Fact.

**Section 2. Details and/or Parameters of Healstone's Project.**

The details and/or parameters of **Healstone's** Project are contained in **Healstone's** Submitted Application for an Economic Development Grant which was submitted to the **County** on Jul 13, 2005, and which is attached hereto, and incorporated herein, as **Exhibit A**.

**Section 3. Expedited Processing of Permitting.**

To the extent necessary, and for as long as **Healstone** is engaged in constructing its facility, noted in **Exhibit A**, and located within the **County**, the County Administrator may, upon a written request from **Healstone**, direct **County** staff to expedite, to the extent both practicable and permissible, the **County's** permitting process to which this Grant applies.

**Section 4. Duration of Agreement.**

The duration of this **Agreement** runs from November 15, 2005, through, and including, September 30, 2012.

## **Section 5. Agreement May Not Be Assigned.**

In light of the scope and rationale for this **Agreement**, **Healstone** may not assign, transfer, or sell any of the rights noted in this **Agreement**. Any attempt to assign, transfer, or sell any of the rights noted in this **Agreement** is specifically prohibited. Should **Healstone** either assign, transfer, or sell any of the rights noted in this **Agreement**, or attempt to assign, transfer, or sell any of the rights noted in this **Agreement**, such action or attempted action shall constitute an automatic termination of this **Agreement**, and will not require further notification to **Healstone** by the **County**, as to the automatic termination of this **Agreement**.

## **Section 6. Severability.**

If any word, phrase, sentence, part, subsection, section, or other portion of this **Agreement**, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this **Agreement**, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

## **Section 7. Definitions.**

- a) *Board* means the Board of County Commissioners of St. Johns County, Florida.
- b) *County* means St. Johns County, a political subdivision of the State of Florida.
- c) *County Administrator* means the County Administrator of St. Johns County, and/or designees of the County Administrator.
- d) *County Ordinance 2005-56* means St. Johns County Ordinance 2005-56, which, among other things, adopted and implemented a County Business Incentive Program, created a Public Economic Development Agency, and authorized expenditure of County Funds for Economic Development Grants.
- e) *Full-time Equivalent Jobs* means Full-time equivalent terms, as such terms are consistent with terms used by the Florida Department of Labor and Security, and the United States Department of Labor for purposes of unemployment compensation tax administration and employment estimation, resulting directly from a Project in the **County**, This number shall not include temporary construction jobs involved in the construction of facilities for the Project or any jobs which have been previously been included in any application for tax refunds under Sections 288.1045, or 288.106, Florida Statutes.

f) *Grant Agreement* means a written agreement between the **County** and **Healstone** that establishes the details of an Economic Development Grant, and that is a pre-condition to **Healstone** being able to submit a claim for an Economic Development Grant Payment.

g) *Project* means the creation of a new business in **St. Johns County** whether from the relocation of a business from outside the **County** into the **County** and/or the expansion of an existing business within the **County**.

h) *Public Agency* means the St. Johns County Public Economic Development Agency that is created by County Ordinance 2005-56.

#### **Section 8. Total Number of New Full-Time Equivalent Jobs in County.**

Consistent with **Healstone's** Application for a **County** Economic Development Grant, **Healstone**, during calendar year 2008, will provide at least sixty (60) Full-time Equivalent Jobs in the **County** as a Result of the Project.

Consistent with **Healstone's** Application for a **County** Economic Development Grant, **Healstone**, during calendar year 2009, will provide at least thirty-five (35) Full-time Equivalent Jobs in the **County** as a result of the Project.

Consistent with **Healstone's** Application for a **County** Economic Development Grant, **Healstone**, during calendar year 2010, will provide at least fifty-five (55) Full-time Equivalent Jobs in the

#### **Section 9. Average Wage of the Full-Time Equivalent Jobs.**

Consistent with **Healstone's** Application for a **County** Economic Development Grant, \$58,268.00 (fifty-eight thousand, two hundred sixty-eight dollars) represents the average wage of the Full-Time Equivalent Jobs that **Healstone** will provide in the **County** as a Result of the Project.

#### **Section 10. Time Schedule for Placing and Activating Jobs in County.**

Consistent with **Healstone** Application for a **County** Economic Development Grant, **Healstone** estimates that it will commence the Project during December 2005, and complete the Project on, or before, January 31, 2007. Thereafter, the New Full-Time Equivalent Jobs will be phased-in over the next three (3) years. As a result, the total complement of the new Full-Time Equivalent Jobs that **Healstone** will provide in the **County** as a result of the Project should be activated no later than December 31, 2010. The schedule for incremental increases in the number of New Full-Time Equivalent Jobs is noted in Section 8 of this **Agreement**.

**Section 11. Maximum Amount of Economic Development Grant that Healstone is Eligible to Receive; Re-calculation of Maximum Amount Permitted.**

A) Under the formula set forth in **County Ordinance 2005-56**, and the terms and provisions noted in this **Agreement**, the maximum amount that **Healstone** is eligible to receive through one or more Grant Payments from the **County** is \$611,016.00 (six hundred eleven thousand, sixteen dollars).

B) The maximum amount that **Healstone** is eligible through one or more Grant Payments may be re-calculated and/or reduced if any part of **Healstone's** Grant Application changes before **Healstone's** project in the **County** is completed. In no circumstance however, will **Healstone** receive Grant Payments that exceed in total, \$611,016.00 (six hundred eleven thousand, sixteen dollars), without express written approval by the **Board**.

**Section 12. Amount of Grant Payment in County Fiscal Year 2007.**

A) Consistent with **County Ordinance 2005-56**, and consistent with, and contingent to, the terms and provisions noted in this **Agreement**, **Healstone** shall receive from the **County** a Grant Payment in the amount of \$309,300.00 (three hundred nine thousand, three hundred dollars) in **County Fiscal Year 2007** (10/01/06 through 9/30/07). Consistent with **County Ordinance 2005-56**, and consistent with, and contingent to, the terms and provisions noted in this **Agreement**, **Healstone** shall receive from the **County** up to \$75,429.00 (seventy-five thousand, four hundred twenty-nine dollars) in each of the other **County Fiscal Years** that **Healstone** is eligible for a Grant Payment. It is expressly understood that **Healstone** is not eligible or entitled to any Grant Payment until after **Healstone** has paid all applicable **County** fees and/or taxes associated with **Healstone's** Project. Such **County** fees and/or taxes include, but are not limited to: 1) Impact Fees; 2) Water Unit Connection Fees; 3) Sewer Unit Connection Fees; 4) Ad valorem taxes; and 5) Tangible Personal Property Taxes.

B) In no case shall **Healstone** receive a total Grant Payment that exceeds \$611,016.00 (six hundred eleven thousand, sixteen dollars) in any of the eligible **County Fiscal Years**, or an individual Grant Payment that exceeds \$309,300.00 (three hundred thousand, three hundred dollars) in any of the eligible **County Fiscal Years**, unless agreed to by the parties, and permitted under the terms and conditions of both **County Ordinance 2005-56**, and this **Agreement**, as both may be amended from time-to-time. In any of the preceding cases, the **County** and **Healstone** would have to enter into a duly executed and authorized Amendment to this **Agreement**, as noted elsewhere in this **Agreement**.

**Section 13. Total Amount of County Impact Fees that Healstone Will Have Paid Prior to Applying for, and Receiving, a Grant Payment for County Fiscal Year 2007.**

For County Fiscal Year 2007 (10/01/06 through 9/30/07), and prior to the issuance of any County Grant Payment, Healstone will have paid to the County, an amount totaling \$277,300.00 (two hundred seventy-seven thousand, three hundred dollars) in County Impact Fees. It is expressly understood, that such County Impact Fees will have been paid prior to Healstone applying for, and/or receiving a Grant Payment for County Fiscal Year 2007.

**Section 14. Total Amount of County Water Unit Connection Fees that Healstone Will Have Paid Prior to Applying for, and Receiving, a Grant Payment for County Fiscal Year 2007.**

For County Fiscal Year 2007 (10/01/06 through 9/30/07), and prior to the issuance of any County Grant Payment, Healstone will have paid to the County, an amount totaling \$29,000.00 (twenty-nine thousand dollars) in County Water Unit Connection Fees. It is expressly understood, that such County Water Unit Connection Fees will have been paid prior to Healstone applying for, and/or receiving a Grant Payment for County Fiscal Year 2007.

**Section 15. Total Amount of County Sewer Unit Connection Fees that Healstone Will Have Paid Prior to Applying for, and Receiving, a Grant Payment for County Fiscal Year 2007.**

For County Fiscal Year 2007 (10/01/06 through 9/30/07), and prior to the issuance of any County Grant Payment, Healstone will have paid to the County, an amount totaling \$3,000.00 (three thousand dollars) in County Sewer Unit Connection Fees. It is expressly understood, that such County Sewer Unit Connection Fees will have been paid prior to Healstone applying for, and/or receiving a Grant Payment for County Fiscal Year 2007.

**Section 16. Total Amount of General County Portion of Ad Valorem Taxes that Healstone Will Have Paid Prior to Applying for, and Receiving, a Grant Payment for County Fiscal Year 2009, County Fiscal Year 2010, County Fiscal Year 2011, and County Fiscal Year 2012.**

For County Fiscal Year 2009 (10/01/08 through 9/30/09), and prior to the issuance of any County Grant Payment, Healstone will have paid to the County, an amount totaling \$35,989.00 (thirty-five thousand, nine hundred eighty-nine dollars) in County Ad Valorem Taxes. It is expressly understood that such County Ad Valorem Taxes will have been paid prior to Healstone applying for, and/or receiving, a Grant Payment for County Fiscal Year 2009.

For **County Fiscal Year 2010** (10/01/09 through 9/30/10), and prior to the issuance of any **County Grant Payment**, **Healstone** will have paid to the **County**, an amount totaling \$35,989.00 (thirty-five thousand, nine hundred eighty-nine dollars), in **County Ad Valorem Taxes**. It is expressly understood that such **County Ad Valorem Taxes** will have been paid prior to **Healstone** applying for, and/or receiving, a Grant Payment for **County Fiscal Year 2010**.

For **County Fiscal Year 2011** (10/01/10 through 9/30/11), and prior to the issuance of any **County Grant Payment**, **Healstone** will have paid to the **County**, an amount totaling \$35,989.00 (thirty-five thousand, nine hundred eighty-nine dollars), in **County Ad Valorem Taxes**. It is expressly understood that such **County Ad Valorem Taxes** will have been paid prior to **Healstone** applying for, and/or receiving, a Grant Payment for **County Fiscal Year 2011**.

For **County Fiscal Year 2012** (10/01/11 through 9/30/12), and prior to the issuance of any **County Grant Payment**, **Healstone** will have paid to the **County**, an amount totaling \$35,989.00 (thirty-five thousand, nine hundred eighty-nine dollars), in **County Ad Valorem Taxes**. It is expressly understood that such **County Ad Valorem Taxes** will have been paid prior to **Healstone** applying for, and/or receiving, a Grant Payment for **County Fiscal Year 2012**.

**Section 17. Total Amount of General County Portion of Tangible Personal Property Taxes that Healston Paid Prior to Applying for, and Receiving, a Grant Payment for County Fiscal Year 2009, County Fiscal Year 2010, County Fiscal Year 2011, and County Fiscal Year 2012.**

For **County Fiscal Year 2009** (10/01/08 through 9/30/09), and prior to the issuance of any **County Grant Payment**, **Healstone** will have paid to the **County**, an amount totaling \$39,440.00 (thirty-nine thousand, four hundred forty dollars) in **County Tangible Personal Property Taxes**. It is expressly understood that such **County Tangible Personal Property Taxes** will have been paid prior to **Healstone** applying for, and/or Receiving a Grant Payment for **County Fiscal Year 2009**.

For **County Fiscal Year 2010** (10/01/09 through 9/30/10), and prior to the issuance of any **County Grant Payment**, **Healstone** will have paid to the **County**, an amount totaling \$39,440.00 (thirty-nine thousand, four hundred forty dollars) in **County Tangible Personal Property Taxes**. It is expressly understood that such **County Tangible Personal Property Taxes** will have been paid prior to **Healstone** applying for, and/or Receiving a Grant Payment for **County Fiscal Year 2010**.

For **County Fiscal Year 2011** (10/01/10 through 9/30/11), and prior to the issuance of any **County Grant Payment**, **Healstone** will have paid to the **County**, an amount totaling \$39,440.00 (thirty-nine thousand, four hundred forty dollars) in **County Tangible Property Taxes**. It is expressly understood that such **County Tangible Personal Property Taxes** will have been paid prior to **Healstone** applying for, and/or Receiving a Grant Payment for **County Fiscal Year 2011**.

For **County Fiscal Year 2012** (10/01/11 through 9/30/12), and prior to the issuance of any **County Grant Payment**, **Healstone** will have paid to the **County**, an amount totaling \$39,440.00 (thirty-nine thousand, four hundred forty dollars) in **County Tangible Property Taxes**. It is expressly understood that such **County Tangible Personal Property Taxes** will have been paid prior to **Healstone** applying for, and/or Receiving a **Grant Payment** for **County Fiscal Year 2012**.

**Section 18. Authority of Board to Review and Verify Financial and Personnel Records of Healstone in Order to Determine Degree of Compliance with Agreement.**

A) The **Board** (or where delegated, the **Board's** designee) specifically and explicitly reserves the right to review, inspect, and/or examine the financial and personnel records of **Healstone** in order to determine the degree of **Healstone's** compliance with this **Agreement**, or any applicable term, condition, provision, or requirement contained in **County Ordinance 2005-56**.

B) Further, the **Board** (or where delegated, the **Board's** designee), specifically and explicitly reserves the right to review, inspect, and/or examine any, and all, data, correspondence, information, and documents of **Healstone** that are necessary to determine the degree of **Healstone** compliance with this **Agreement**, or any applicable term, condition, provision, or requirement contained in **County Ordinance 2005-56**.

**Section 19. Date After Which Healstone May File a Claim for Grant Payment.**

For each year that **Healstone** is eligible for a **Grant Payment** from the **County**, **Healstone** may file a claim for a **Grant Payment** on any date on or after October 1, but on, or before the following September 30 (which corresponds with the **County's Fiscal Year**).

**Section 20. Healstone's Performance Conditions; Consequences of Non-Compliance.**

A) In order to remain eligible for a **Grant Payment**, **Healstone** must abide by, comply with, and/or meet the following performance conditions:

Maintain the number Full-time Equivalent Jobs (as noted elsewhere in this **Agreement**) within the **County** for each day, of each year, that **Healstone** seeks a **Grant Payment**;

Maintain an annual average wage rate of at least \$58,268.00 (fifty-eight thousand two hundred sixty-eight dollars) for each year that **Healston** seeks a **Grant Payment**.

B) Should the **Board** determine that **Healstone** is in non-compliance with any of the above-noted performance conditions, then the **County Administrator**, on behalf of the **County**, shall promptly notify (and in any event, no later than thirty (30) days after the **Board** makes such a determination of non-compliance) **Healstone** of such non-compliance. Thereafter, from the date of notification, **Healstone** will have an additional thirty (30) days in which to submit written information that documents **Healstone**

compliance with the above-noted performance conditions, or documents that **Healstone** has taken such corrective action necessary in order to once again comply with the above-noted performance conditions. Should **Healstone** remain in non-compliance thirty (30) days after notification from the **County Administrator**, then this **Agreement** may be terminated in the manner set forth elsewhere in this **Agreement**.

**Section 21. Conditions Associated With Grant Payment to Healstone.**

A) No Grant Payment shall be made during any eligible **County Fiscal Year** unless, and until, **Healstone** submits a claim for Grant Payment, and the claim for Grant Payment is approved by the **County Administrator** in the manner set forth in **County Ordinance 2005-56**.

B) **Healstone** may submit a claim for a scheduled Grant Payment only once each **County Fiscal Year**, unless the **County** determines that a second or third claim is necessary and appropriate.

C) **Healstone** shall submit a claim for a Grant Payment to the **County Administrator**.

D) The claim for Grant Payment submitted by **Healstone** must be made on, or after, the date specified elsewhere in this **Agreement**.

E) **Healstone's** first claim for a Grant Payment shall contain **Healstone's** authorization to deliver this **Agreement** to the **County Administrator** and to disclose the contents of this **Agreement** to the public, if not already made public.

F) The claim for Grant Payment submitted by **Healstone** must include a copy of all receipts and data related the achievement of each performance condition specified in this **Agreement**.

G) The amount requested by **Healstone** as a Grant Payment, may not exceed the amount specified in this **Agreement** for the particular **County Fiscal Year**.

H) Upon the **County Administrator's** receipt of **Healstone's** claim for Grant Payment, the **County Administrator** shall investigate and determine whether **Healstone** has met, and complied with all applicable terms and conditions in this **Agreement** necessary in order to remain eligible for the Grant Payment, and the **Board** has appropriated the funds necessary to make the Grant Payment. At such time as the **County Administrator** has determined **Healstone's** compliance with this **Agreement**, and the **Board's** appropriation of such funds, the **County Administrator** shall approve **Healstone's** claim for Grant Payment.

I) Upon the **County Administrator's** approval of **Healstone's** claim for Grant Payment, the **County** shall issue a check to **Healstone** for the amount of the approved Grant Payment.

**Section 22. Acknowledgement by Healstone that Compliance with Terms and Conditions of Agreement is Condition Precedent to Receipt of Grant Payment; Consequences of Healstone Failing to Comply.**

By executing this **Agreement**, **Healstone** understands, agrees, and acknowledges that compliance with all applicable terms, conditions, provisions, and requirements of this **Agreement** is a condition precedent to **Healstone** receiving a Grant Payment.

By executing this **Agreement**, **Healstone** further understands, agrees, and acknowledges that the failure of **Healstone** to comply with all applicable terms, conditions, provisions, and requirements of this **Agreement** shall result in **Healstone** losing its eligibility for a Grant Payment for the **County Fiscal Year** that **Healstone** was not in compliance with this **Agreement**.

**Section 23. Required Notice Concerning Grant Payment to Healstone.**

Pursuant to **County Ordinance 2005-56**, the following notice is included in this **Agreement**:

**This Grant Agreement is neither a general obligation of the St. Johns County, nor is it backed by the full faith and credit of St. Johns County. Payment of each grant payment is conditioned on, and subject to, specific annual appropriations by the Board of County Commissioners of St. Johns County of monies sufficient to pay the grant payment due that year.**

**Section 24. Furnishing Notices to County and Healstone.**

All notices to the **County** shall be delivered either by hand (receipt of delivery necessary), or by certified mail to:

**County Administrator**  
4020 Lewis Speedway  
St. Augustine, Florida 32084

With a copy to Attorney for Public Agency:

**County Attorney**  
4020 Lewis Speedway  
St. Augustine, Florida 32084

Until **Healstone's** expansion/construction in St. Johns County is complete, all notices to **Healstone** shall be delivered either by hand (receipt of delivery necessary), or by certified mail to:

**Healstone, Inc. I**  
P. O. Box 1328  
Roswell, Georgia 30077

After **Healstone's** expansion/construction in St. Johns County is complete, but in no case later than March 31, 2008, all notices to **Healstone** shall be delivered either by hand (receipt of delivery is necessary), or by certified mail to **Healstone's** new County address. Prior to December 1, 2007, **Healstone** shall notify the **County of Healstone** new address within the **County**.

**Section 25. Timeframe for Required Approval, Acceptance, and Execution of this Agreement by Healstone; Consequences of Failure to Timely Execute this Agreement by Healstone.**

Consistent with **County Ordinance 2005-56**, **Healstone** has thirty (30) days from the date that this **Agreement** is approved by the **Board**, in which to execute and deliver two (2) copies of this **Agreement** to the Public Agency.

Consistent with **County Ordinance 2005-56**, in the event that **Healstone** does not execute and deliver two (2) copies of this **Agreement** within the thirty (30) day timeframe noted above, the effect of such failure on the part of **Healstone** shall result in the automatic termination of the **Board's** approval of this **Agreement**. Consequently, upon such circumstances, this **Agreement** shall be deemed rejected by the **Board**, and therefore, void, and having no further effect.

**Section 26. Amendments to this Agreement.**

Both the **County** and **Healstone** acknowledge that this **Agreement** constitutes the complete agreement and understanding of the parties.

Further, both the **County** and **Healstone** acknowledge that any change, amendment, modification, revision, or extension of this **Agreement** (other than termination as noted elsewhere in this **Agreement**) shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and **Healstone**.

**Section 27. Termination of Agreement.**

A) This **Agreement** is automatically terminated should **Healstone** fail to abide by, or comply with any term, condition, provision, or requirement of this **Agreement**, for which adherence or compliance is mandated (either under **County Ordinance 2005-56**, or this **Agreement**), and the consequence of failure is automatic termination.

B) This **Agreement** may be terminated by the **County** should the **Board** determine that **Healstone** is not in compliance with any term, condition, provision, or requirement of this **Agreement** that is necessary for **Healstone** maintaining its eligibility for a Grant Payment for any year that this **Agreement** is in effect.

C) Except in the case of an automatic termination, the **County Administrator** shall provide thirty (30) days written notification to **Healstone** of the **County's** intent to terminate this **Agreement**.

D) Except in the case of an automatic termination, termination of this **Agreement** shall occur thirty (30) days from the date of written notification from the **County Administrator** to **Healstone** of the **County's** intent to terminate this **Agreement**.

E) In an automatic termination (other than an automatic termination precipitated under Section 5 of this **Agreement**), a termination with cause, or for other reasons, the **County Administrator's** written notification to **Healstone** of the **County's** intent to terminate this **Agreement** should include the reason or reasons that led the **County** to terminate this **Agreement**.

**Section 28. Governing Law/Venue.**

This **Agreement** shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this **Agreement** shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the 17th day of November, 2005.

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

BY: *Beverly Adams*  
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

BY: *Cheryl Strickland*  
Deputy Clerk

WITNESS AS TO:

*Paul Wehrhoff*  
CHAIRMAN

**HEALSTONE, INC. I**

*Barry Wehrhoff*  
Owner