RESOLUTION NO. 2005-353

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 BURKHARDT DISTRIBUTING COMPANY, INC. 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, Burkhardt Distributing Company, Inc. 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 4, 2005; and

WHEREAS, the Board of County Commissioners approved the incentive calculation for $135,863 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 the accepting the terms of 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 Burkhardt Distributing Company, Inc.
Section 3. The Board of County Commissioners authorizes the County Administrator to execute the Economic Development Agency Agreement with Burkhardt Distributing Company, Inc.

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

ATTEST: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA

[Signature]
Chairman

[Signature]
Clerk

[Stamp]

SENTION DATE 11/17/2005
ECONOMIC DEVELOPMENT
GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT ("Agreement")
dated this __ 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 Burkhardt Distributing Company, Inc. d/b/a
Burkhardt Sales and Service of St. Augustine, ("Burkhardt"), a Florida corporation,
currently located at 3935 Inman Road, St. Augustine, Florida 32084.

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, Burkhardt, on September 7, 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 Burkhardt 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 Burkhardt'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 Burkhardt’s Submitted Application for an Economic Development Grant, and the Public Agency’s Report that evaluated Burkhardt’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 Burkhardt’s Submitted Application, and the Public Agency’s Report, the Board of County Commissioners of St. Johns County has determined and voted that Burkhardt 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 Burkhardt’s Project.

The details and/or parameters of Burkhardt’s Project are contained in Burkhardt’s Submitted Application for an Economic Development Grant which was submitted to the County on September 7, 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 Burkhardt is engaged in constructing its facility, noted in Exhibit A, and located within the County, the County Administrator may, upon a written request from Burkhardt, 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, 2011.
Section 5. Agreement May Not Be Assigned.

In light of the scope and rationale for this Agreement, Burkhardt 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 Burkhardt 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 Burkhardt 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.

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 Burkhardt that establishes the details of an Economic Development Grant, and that is a pre-condition to Burkhardt 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 Burkhardt's Application for a County Economic Development Grant, Burkhardt will provide at least seventy (70) Full-time Equivalent Jobs in the County as a Result of the Project. The 70 Full-time Equivalent Jobs will represent an increase of at least two additional jobs from the current staffing level of sixty-eight (68).

Section 9. Average Wage of New Full-Time Equivalent Jobs.

Consistent with Burkhardt's Application for a County Economic Development Grant, $40,000.00 (forty thousand dollars) represents the average wage of the new Full-Time Equivalent Jobs that Burkhardt will provide in the County as a Result of the Project.

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

Consistent with Burkhardt's Application for a County Economic Development Grant, Burkhardt estimates that it will commence the Project during November 2005, and complete the Project on, or before, May 31, 2006. As a result, the new Full-Time Equivalent Jobs that Burkhardt will provide in the County as a Result of the Project should be activated no later than September 30, 2006.
Section 11. Maximum Amount of Economic Development Grant that Burkhardt 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 Burkhardt is eligible to receive through one or more Grant Payments from the County is $135,863.00 (one hundred thirty-five thousand, eight hundred sixty-three dollars).

B) The maximum amount that Burkhardt is eligible through one or more Grant Payments may be re-calculated and/or reduced if any part of Burkhardt’s Grant Application changes before Burkhardt’s project in the County is completed. In no circumstance however, will Burkhardt receive Grant Payments that exceed in total, $135,863.00 (one hundred thirty-five thousand, eight hundred sixty-three dollars), unless expressly approved, in writing by the Board.

Section 12. Amount of Grant Payment in County Fiscal Year 2006 and Other Eligible Years.

A) Consistent with County Ordinance 2005-56, and consistent with, and contingent to, the terms and provisions noted in this Agreement, Burkhardt shall receive from the County a Grant Payment in the amount of $68,815.00 (sixty-eight thousand, eight hundred fifteen dollars) in County Fiscal Year 2006 (10/01/05 through 9/30/06). Consistent with County Ordinance 2005-56, and consistent with, and contingent to, the terms and provisions noted in this Agreement, Burkhardt shall receive from the County up to $11,955.00 (eleven thousand, nine hundred fifty-five dollars) in each of the other County Fiscal Years that Burkhardt is eligible for a Grant Payment. It is expressly understood that Burkhardt is not eligible or entitled to any Grant Payment until after it has paid all applicable County fees and/or taxes associated with Burkhardt’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 Burkhardt receive a total Grant Payment that exceeds $135,863.00 (one hundred thirty-five thousand, eight hundred sixty-three dollars) in either of the eligible County Fiscal Years, or an individual Grant Payment that exceeds $68,815.00 (sixty-eight thousand, eight hundred fifteen 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 Burkhardt 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 Burkhardt Will Have Paid Prior to Apply for, and Receiving, a Grant Payment for County Fiscal Year 2006.

For County Fiscal Year 2006 (10/01/05 through 9/30/06), and prior to the issuance of any County Grant Payment, Burkhardt will have paid to the County, an amount totaling $59,815.00 (fifty-nine thousand, eight hundred fifteen dollars) in County Impact Fees. It is expressly understood that such County Impact Fees will have been paid prior to Burkhardt applying for, and/or receiving, a Grant Payment for County Fiscal Year 2006.

Section 14. Total Amount of County Water Unit Connection Fees that Burkhardt Will Have Paid Prior to Applying for, and Receiving, a Grant Payment for County Fiscal Year 2006.

For County Fiscal Year 2006 (10/01/05 through 9/30/06), and prior to the issuance of any County Grant Payment, Burkhardt will have paid to the County, an amount totaling $4,000.00 (four 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 Burkhardt applying for, and/or receiving, a Grant Payment for County Fiscal Year 2006.

Section 15. Total Amount of County Sewer Unit Connection Fees that Burkhardt Will Have Paid Prior to Applying for, and Receiving, a Grant Payment for County Fiscal Year 2006.

For County Fiscal Year 2006 (10/01/05 through 9/30/06), and prior to the issuance of any County Grant Payment, Burkhardt will have paid to the County, an amount totaling $5,000.00 (five 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 Burkhardt applying for, and/or receiving, a Grant Payment for County Fiscal Year 2006.

Section 16. Total Amount of General County Portion of Ad Valorem Taxes that Burkhardt Will Have Paid Prior to Applying for, and Receiving a Grant Payment for County Fiscal Year 2008, County Fiscal Year 2009, County Fiscal Year 2010, and County Fiscal Year 2011.

For County Fiscal Year 2008 (10/01/07 through 9/30/08), and prior to the issuance of any County Grant Payment, Burkhardt will have paid to the County, an amount totaling $15,776.00 (fifteen thousand, seven hundred seventy-six dollars) in County Ad Valorem Taxes. It is expressly understood that such County Ad Valorem Taxes will have been paid prior to applying for, and/or receiving a Grant Payment for County Fiscal Year 2008.
For County Fiscal Year 2009 (10/010/8 through 9/30/09), and prior to the issuance of any County Grant Payment, Burkhardt will have paid to the County, an amount totaling $15,776.00 (fifteen thousand, seven hundred seventy-six dollars) in County Ad Valorem Taxes. It is expressly understood that such County Ad Valorem Taxes will have been paid prior to 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, Burkhardt will have paid to the County, an amount totaling $15,776.00 (fifteen thousand, seven hundred seventy-six dollars) in County Ad Valorem Taxes. It is expressly understood that such County Ad Valorem Taxes will have been paid prior to 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, Burkhardt will have paid to the County, an amount totaling $15,776.00 (fifteen thousand, seven hundred seventy-six dollars) in County Ad Valorem Taxes. It is expressly understood that such County Ad Valorem Taxes will have been paid prior to applying for, and/or receiving a Grant Payment for County Fiscal Year 2011.

Section 17. Total Amount of General County Portion of Tangible Personal Property Taxes that Burkhardt Paid Prior to Applying for, and Receiving, a Grant Payment for County Fiscal Year 2008, County Fiscal Year 2009, County Fiscal Year 2010, and County Fiscal Year 2011.

For County Fiscal Year 2008 (10/01/07 through 9/30/08), and prior to the issuance of any County Grant Payment, Burkhardt will have paid to the County, an amount totaling $986.00 (nine hundred eighty-six dollars) in County Tangible Personal Property Taxes. It is expressly understood that such County Tangible Personal Property Taxes will have been paid prior to Burkhardt applying for, and/or receiving a Grant Payment for County Fiscal Year 2008.

For County Fiscal Year 2009 (10/01/08 through 9/30/09), and prior to the issuance of any County Grant Payment, Burkhardt will have paid to the County, an amount totaling $986.00 (nine hundred eighty-six dollars) in County Tangible Personal Property Taxes. It is expressly understood that such County Tangible Personal Property Taxes will have been paid prior to Burkhardt 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, Burkhardt will have paid to the County, an amount totaling $986.00 (nine hundred eighty-six dollars) in County Tangible Personal Property Taxes. It is expressly understood that such County Tangible Personal Property Taxes will have been paid prior to Burkhardt 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, Burkhardt will have paid to the County, and amount totaling $986.00 (nine hundred eighty-six dollars) in County Tangible Personal Property Taxes. It is expressly understood that such County Tangible Personal Property Taxes will have been paid prior to Burkhardt applying for, and/or receiving a Grant Payment for County Fiscal Year 2011.

Section 18. Authority of Board to Review and Verify Financial and Personnel Records of Burkhardt 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 Burkhardt in order to determine the degree of Burkhardt’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 Burkhardt that are necessary to determine the degree of Burkhardt’s compliance with this Agreement, or any applicable term, condition, provision, or requirement contained in County Ordinance 2005-56.

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

For each year that Burkhardt is eligible for a Grant Payment from the County, Burkhardt 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. Burkhardt’s Performance Conditions; Consequences of Non-Compliance.

A) In order to remain eligible for a Grant Payment, Burkhardt must abide by, comply with, and/or meet the following performance conditions:
   Maintain at least seventy (70) Full-time Equivalent Jobs within the County for each day, of each year, that Burkhardt seeks a Grant Payment;
   Maintain an annual average wage rate of at least $40,000.00 (forty thousand dollars) for each year that Burkhardt seeks a Grant Payment.
B) Should the Board determine that Burkhardt 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) Burkhardt of such non-compliance. Thereafter, from the date of notification, Burkhardt will have an additional thirty (30) days in which to submit written information that documents Burkhardt compliance with the above-noted performance conditions, or documents that Burkhardt has taken such corrective action necessary in order to once again comply with the above-noted performance conditions. Should Burkhardt 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 Burkhardt.

A) No Grant Payment shall be made during any eligible County Fiscal Year unless, and until, Burkhardt 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) Burkhardt 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) Burkhardt shall submit a claim for a Grant Payment to the County Administrator.

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

E) Burkhardt’s first claim for a Grant Payment shall contain Burkhardt’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 Burkhardt 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 Burkhardt 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 Burkhardt’s claim for Grant Payment, the County Administrator shall investigate and determine whether Burkhardt 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 Burkhardt’s compliance with this Agreement, and the Board’s appropriation of such funds, the County Administrator shall approve Burkhardt’s claim for Grant Payment.

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

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

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

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

Section 23. Required Notice Concerning Grant Payment to Burkhardt.

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 Burkhardt.

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

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

Burkhardt Sales and Service
3935 Inman Road
St. Augustine, Florida 32084

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

Consistent with County Ordinance 2005-56, Burkhardt 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 Burkhardt 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 Burkhardt 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 Burkhardt acknowledge that this Agreement constitutes the complete agreement and understanding of the parties.

Further, both the County and Burkhardt 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 Burkhardt.
Section 27. Termination of Agreement.

A) This Agreement is automatically terminated should Burkhardt 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 Burkhardt is not in compliance with any term, condition, provision, or requirement of this Agreement that is necessary for Burkhardt 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 Burkhardt 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 Burkhardt 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 Burkhardt 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 11th day of November, 2005.

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

BY: [Signature]
Deputy Clerk

WITNESS AS TO:

[Signature]

BURKHARDT DISTRIBUTING
COMPANY, INC. d/b/a
BURKHARDT SALES AND SERVICE OF
ST. AUGUSTINE

Owner

[Signature]
T. Brooke Burkhardt, President