

RESOLUTION NO. 2011- 224

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A 2ND AMENDMENT TO THE INTERLOCAL AGREEMENT, THE 3RD AMENDMENT TO THE LEASE AND TO BUDGET THE FUNDS FOR THE LEASED SPACE OCCUPIED BY THE STATE ATTORNEY SEVENTH JUDICIAL CIRCUIT OF FLORIDA HOMICIDE INVESTIGATION UNIT.

RECITALS

WHEREAS, the State Attorney Seventh Judicial Circuit of Florida, (State) has requested funding from St. Johns County, (County) to renew the lease for the Homicide Investigation Team for an additional 12 months with an option to renew for three additional years; and

WHEREAS, the space contains approximately 2,846 square feet and the annual lease amount is \$42,690.00 for a monthly amount of \$3,557.50 which includes, CAM fee, electricity, cleaning services, water and trash removal; and

WHEREAS, the 2nd Amendment Interlocal Agreement, and the 3rd Amendment to Lease attached hereto as Exhibit "A," and Exhibit "B," incorporated and made a part hereof; and

WHEREAS, the legislature provided additional funding and personnel, and under Florida Statute 29.008 Article V Revision 7, the County is responsible to provide the office space.

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.

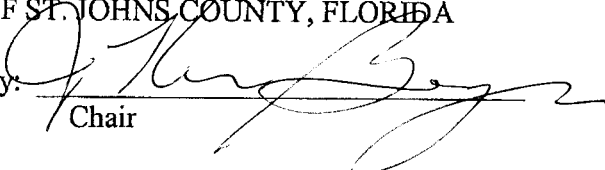
Section 2. The Board of County Commissioners hereby approves the terms and authorizes the County Administrator, or designee, to execute a 2nd Amendment to the Interlocal Agreement, the 3rd Amendment to the Lease and to budget funds for the leased space.

Section 3. 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.

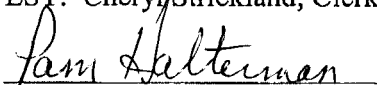
Section 4. The Clerk is instructed to record the original 2nd Amendment to the Interlocal Agreement and the 3rd Amendment to Lease in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of August, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 8/17/11

EXHIBIT "A," TO RESOLUTION

2nd AMENDMENT
INTERLOCAL AGREEMENT
BETWEEN
ST. JOHNS COUNTY, FLORIDA
AND
OFFICE OF THE STATE ATTORNEY SEVENTH JUDICIAL CIRCUIT OF
FLORIDA

THIS AGREEMENT made and entered into on this _____ day of _____, 2011, by and between the St. Johns County, a political subdivision of the State of Florida, hereinafter called "County" and Office of the State Attorney Seventh Judicial Circuit of Florida, hereinafter called "State."

WHEREAS, on August 19, 2008 per Resolution No. 2008-215, the Board of County Commissioners of St. Johns County approved the terms of a Lease and Interlocal Agreement at the request of the State, approving funding for the continued operation of a Homicide Investigative Unit location attached hereto and made a part of as Exhibit "A," ; and

WHEREAS, the State is requesting funds from the County to lease the 2,846 square feet of office space for an additional term of 12 months with an option to renew an additional three years; and

WHEREAS, the annual lease amount that the State has requested from the County to fund is in the amount of \$42,690.00 which will be payable monthly in the amount of three thousand five hundred fifty seven 50/100 (\$3,557.50) this also includes the CAM fee, electricity, cleaning service, water and trash removal; and

WHEREAS, a separate office dedicated to this purpose with the best equipment including suspect interview rooms will continue to contribute greatly to the investigations and successful prosecution of homicide cases in this area; and

WHEREAS, the County and the State have determined that it is in their mutual interest to enter into a 2nd Amendment Interlocal Agreement, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, this Agreement establishes the terms, provisions, conditions, requirements and obligations of both the County, and the State, in order to accomplish the goals and objections, set forth above; and

WHEREAS, Section 163.02, Florida Statutes authorizes the County and the State to enter into this Agreement.

NOW, THEREFORE, in consideration of the above, and based on the covenants contained herein, it is agreed by and between the parties as follows:

1. The County will proceed to extend the terms of the 3rd Amendment to Lease as requested by the State.
2. The County will proceed with funding the leasing for an additional 12 months with an option to renew for an additional 36 months.
3. This Agreement can be amended or terminated by mutual agreement of both parties with 30 days written notice. Should this Agreement be terminated, the parties will meet within one week of termination in order to finalize the termination of this Agreement.
4. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any reason or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, invalid shall remain in full force, and effect.
5. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and /or legal action arising under this Agreement shall be in St. Johns County, Florida.
6. In light of the scope and rationale for this Agreement, neither the County, nor the State may assign, transfer, and or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the County, or the State, assign, transfer, or sell any of the rights noted in this Agreement without such prior express approval of the other party, then notwithstanding any other provision in this Agreement, such action on the part of either the County, or the State, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.
7. Both the County, and the State, acknowledge that this Agreement constitutes the complete understanding of both parties. Both the County, and the State, acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and the State. It is expressly noted that any subsequent amendment to this Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County.

8. Unless terminated sooner, as provided herein, this Agreement shall commence as of the effective date of this Agreement, and shall continue thereafter until, and through, the end of the 3rd Amendment to Lease an option for an additional 3 year (36) month lease of Suite 105, 2155 Old Moultrie Road, St. Augustine, Florida, 32084, unless expressly extended by both parties.
9. All notices and other correspondence to the County in reference to this Agreement shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. delivered Mail to:

County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

With a Copy To:
Office of the State Attorney
Seventh Judicial Circuit of Florida
State Attorney
251 North Ridgewood Avenue
Daytona Beach, Florida 32112-7509

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
J. Ken Bryan, Chairman

ATTEST: Cheryl Strickland, Clerk

BY: _____
Deputy Clerk

OFFICE OF THE STATE ATTORNEY
OFFICE SEVENTH JUDICIAL CIRCUIT
OF FLORIDA

By: _____
R.J. Larizza, State Attorney

EXHIBIT "A," TO INTERLOCAL AGREEMENT

5

Res 2008-215
1ST AMENDMENT
INTERLOCAL AGREEMENT
BETWEEN
ST. JOHNS COUNTY, FLORIDA
AND
OFFICE OF THE STATE ATTORNEY SEVENTH JUDICIAL CIRCUIT OF
FLORIDA

Public Records of
St. Johns County, FL
Clerk # 2008047836,
O.R. 3118 PG 1476-1480
08/29/2008 at 03:54 PM,
REC. \$21.00 SUR. \$23.00

THIS AGREEMENT made and entered into on this 25th day of August, 2008, by and between the St. Johns County, a political subdivision of the State of Florida, hereinafter called "County" and Office of the State Attorney Seventh Judicial Circuit of Florida, hereinafter called "State."

WHEREAS, on July 12, 2005 per Resolution No. 2005-191 the Board of County Commissioners of St. Johns County approved the terms of the Lease and Interlocal Agreement as requested by the State approving funding for establishing a Homicide Investigative Unit location is hereby attached hereto and made a part of as Exhibit "A"; and

WHEREAS, the State is requesting funds from the County to lease the space for an additional term of three years, the space contains approximately 2,846 square feet of office space; and

WHEREAS, the annual lease amount that the State has requested from the County to fund is in the amount of \$42,690.00 which will be payable monthly in the amount of three thousand five hundred fifty seven 50/100 (\$3,557.50) this also includes the CAM fee which includes the following services electricity, cleaning service, water and trash removal; and

WHEREAS, a separate office dedicated to this purpose with the best equipment including suspect interview rooms will continue to contribute greatly to the investigations and successful prosecution of homicide cases in this area; and

WHEREAS, the County and the State have determined that it is in their mutual interest to enter into a 1st Amendment Interlocal Agreement, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, this Agreement establishes the terms, provisions, conditions, requirements and obligations of both the County, and the State, in order to accomplish the goals and objections, set forth above; and

WHEREAS, Section 163.02, Florida Statutes (2004) authorizes the County and the State to enter into this Agreement.

NOW, THEREFORE, in consideration of the above, and based on the covenants contained herein, it is agreed by and between the parties as follows:

Debra P. Halterman
M+R

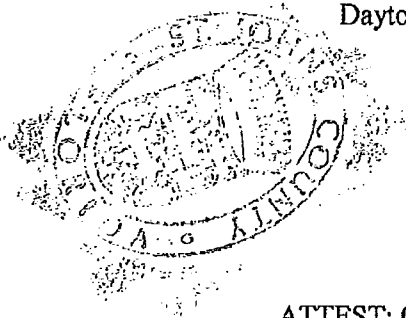
1. The County will proceed to extend the terms of the 2nd Amendment to Lease as requested by the State.
2. The County will proceed with funding the leasing for an additional period of 36 months.
3. This Agreement can be amended or terminated by mutual agreement of both parties with 30 days written notice. Should this Agreement be terminated, the parties will meet within one week of termination in order to finalize the termination of this Agreement.
4. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any reason or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, invalid shall remain in full force, and effect.
5. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and /or legal action arising under this Agreement shall be in St. Johns County, Florida.
6. In light of the scope and rationale for this Agreement, neither the County, nor the State may assign, transfer, and or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the County, or the State, assign, transfer, or sell any of the rights noted in this Agreement without such prior express approval of the other party, then notwithstanding any other provision in this Agreement, such action on the part of either the County, or the State, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.
7. Both the County, and the State, acknowledge that this Agreement constitutes the complete understanding of both parties. Both the County, and the State, acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and the State. It is expressly noted that any subsequent amendment to this Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County.
8. Unless terminated sooner, as provided herein, this Agreement shall commence as of the effective date of this Agreement, and shall continue thereafter until, and through, the end of the 2nd Amendment to Lease an

additional 3 year (36) month lease of Suite 105, 2155 Old Moultrie Road, St. Augustine, Florida, 32084, unless expressly extended by both parties.

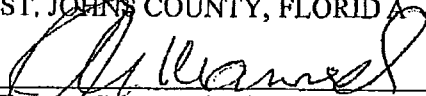
9. All notices and other correspondence to the County in reference to this Agreement shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. delivered Mail to:

County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

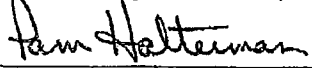
With a Copy To:
Office of the State Attorney
Seventh Judicial Circuit of Florida
State Attorney
251 North Ridgewood Avenue
Daytona Beach, Florida 32112-7509



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

BY: 
Deputy Clerk

OFFICE OF THE STATE ATTORNEY
OFFICE SEVENTH JUDICIAL CIRCUIT
OF FLORIDA

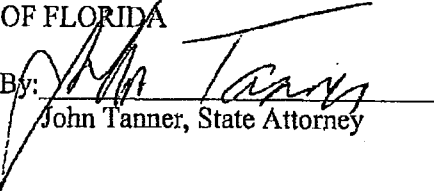
By: 
John Tanner, State Attorney

EXHIBIT "A" TO INTERLOCAL AGREEMENT

RESOLUTION NO. 2005- 191

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE OFFICE OF THE STATE ATTORNEY SEVENTH JUDICIAL CIRCUIT OF FLORIDA AUTHORIZING ST. JOHNS COUNTY TO BUDGET THE FUNDS FOR THE LEASE PAYMENTS AND IMPROVEMENTS OF A HOMICIDE INVESTIGATION UNIT LOCATION.

RECITALS

WHEREAS, the State Attorney Seventh Judicial Circuit of Florida hereinafter shall be called "State" has requested from St. Johns County hereinafter shall be called "County" funding for office space for the newly created Homicide Investigation Team; and

WHEREAS, the legislature provided additional funding and personnel for the formation of the Homicide Investigation Team, additional money was not provided for office space. Under Article V, of the State Constitution, it is the County's responsibility to provide the office space; and

WHEREAS, the State has requested funds from the County to lease a space for a term of three years, the space contains approximately 2,846 square feet of office space; and

WHEREAS, the annual lease amount the State has requested from the County to fund is in the amount of \$42,690.00 which will be payable monthly in the amount of three thousand five hundred fifty seven dollars and 50/100 (\$3,557.50) this also includes electricity, cleaning service, water and trash removal; and

WHEREAS, the State has also requested that the County fund the building expenses which include labor and materials to construct three (3) office spaces within Suite 105, 2155 Old Moultrie, St. Augustine, Florida 32084. These three spaces will be utilized for interviews and interrogations that are vital to the project; and

WHEREAS, the cost of the improvements for the three office spaces which includes painting, relocating A/C vents and lighting as needed and installation of an 8 foot cabinet/counter. The cost for the improvements which includes labor and materials is in the amount of Nineteen Thousand Six Hundred Fifty Dollars and No/100 (\$19,650.00); and

WHEREAS, a separate office dedicated to homicide investigations with the best equipment including suspect interview rooms will contribute greatly to the investigations and successful prosecution of homicide cases; and

WHEREAS, the County and the State have determined that it is in their mutual interest to enter into an Interlocal Agreement, in order to accomplish the goals and objectives, set forth in the agreement; and

WHEREAS, attached as Exhibit "A" is Interlocal Agreement hereby attached to and made a part hereof; and

WHEREAS, attached as Exhibit "B" is said Lease hereby attached hereto and made a part hereof; and

WHEREAS, attached as Exhibit "C-1", "C-2" Letters of Request, from State for County to fund lease space and improvements; and

WHEREAS, attached as Exhibit "D-1", "D-2", and "D-3", Letters of Support from Sheriff David B. Shoar, Assistant Chief of Police Kevin J. Stark, and Chief of Police of St. Augustine Beach Richard L. Hedges, these letters of support are backing the State related to the Homicide Investigation Team having a location in St. Johns 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 hereby authorizes the Interlocal Agreement, and Lease in the form attached hereto, and authorizes the County Administrator to execute the Interlocal Agreement along with the Lease, on behalf of the County.

Section 3. The Clerk of the Circuit Court is instructed to record the original Interlocal Agreement and Lease in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 12th day of July, 2005.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Bruce A. Maguire
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk
By: Patricia DeBrosse
Deputy Clerk



RENDITION DATE 07-15-05

Res 2008-215
2nd AMENDMENT TO LEASE AGREEMENT

THIS 2nd AMENDMENT TO LEASE AGREEMENT ("2nd Amendment") by and Between **St. Johns County, Florida**, a political subdivision of the State of Florida, as ("Tenant") and **G. AND G. OF ST. AUGUSTINE, INC.** as ("Landlord") whose address is 1715 Old Moultrie Road, St. Augustine, Florida 32086

Recital

WHEREAS, on July 12, 2005 per Resolution No. 2005-191 the Board of County Commissioners of St. Johns County approved the terms of the Lease Agreement for the State Attorney Seventh Judicial Circuit of Florida to occupy rental space at 2155 Old Moultrie Road Suite 105, St. Augustine, Florida 32084, and 1st Amendment to Lease is hereby attached hereto and made a part of as Exhibit "A"; and

WHEREAS, the rental fee in the lease will be in the amount of (\$3,557.50) three thousand five hundred and fifty seven and 50/100 per month including the CAM fee, these fees shall remain the same throughout the extension and expiring on August 31, 2011; and

WHEREAS, this 2nd Amendment is subject to and contingent upon the State Attorney Seventh Judicial Circuit of Florida receiving annual funding for staff and operation of services for the Homicide Investigation Team these appropriation of funds are from the general revenue and cost of prosecutions trust fund dollars; and

WHEREAS, all other provisions of the Original Lease and 1st Amendment to Lease shall remain the same.

NOW THEREFORE, the parties hereby agree as follows:

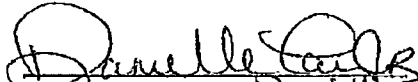
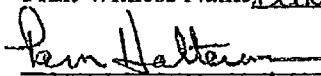
Section 1. The above recitals are incorporated by reference and made a part hereof.

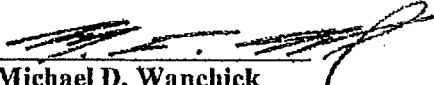
Section 2. "All remaining provisions of the Original Lease and the 1st Amendment to Lease shall remain the same applicable and enforceable terms.

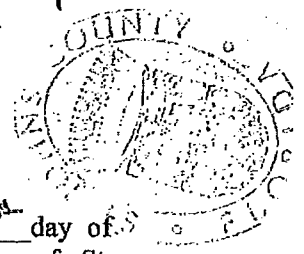
Janet P. Halterman
M+R

IN WITNESS WHEREOF, the parties hereto have duly executed this 2nd Amendment effective immediately.

Tenant
St. Johns County,
A political subdivision of the
State of Florida

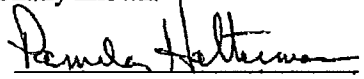

Print Witness Name Danielle Taylor

Print Witness Name Pam Halterman

By: 
Michael D. Wanchick
County Administrator


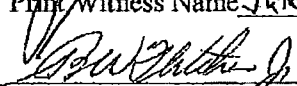


STATE OF FLORIDA
COUNTY OF ST. JOHNS

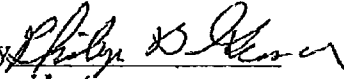
The foregoing instrument was acknowledged before me this 28th day of August 2008 by Michael D. Wanchick as County Administrator of, St. Johns County, Florida. He is personally known.


Notary Public, State of Florida
My Commission Expires

PAMELA HALTERMAN
Notary Public, State of Florida
My Comm. expires Aug. 15, 2009
Comm. No. DD 441350

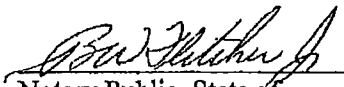

Print Witness Name James Hance

Print Witness Name B.W. Fletcher, Jr.

LANDLORD:
G. AND G. OF ST. AUGUSTINE, INC.

By: 
Philip B. Genovar
President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 6th day of August 2008, by Philip B. Genovar President of G. AND G. OF ST. AUGUSTINE, INC. who is personally known to me or has produced as identification.


Notary Public, State of
Florida
My Commission
Expires


B. W. Fletcher, Jr.
Commission # DD481253
Expires October 12, 2009
Banded Tray Firm Insurance, Inc 850-353-7018

EXHIBIT "A" TO LEASE AGREEMENT

RESOLUTION NO. 2005- 191

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE OFFICE OF THE STATE ATTORNEY SEVENTH JUDICIAL CIRCUIT OF FLORIDA AUTHORIZING ST. JOHNS COUNTY TO BUDGET THE FUNDS FOR THE LEASE PAYMENTS AND IMPROVEMENTS OF A HOMICIDE INVESTIGATION UNIT LOCATION.

RECITALS

WHEREAS, the State Attorney Seventh Judicial Circuit of Florida hereinafter shall be called "State" has requested from St. Johns County hereinafter shall be called "County" funding for office space for the newly created Homicide Investigation Team; and

WHEREAS, the legislature provided additional funding and personnel for the formation of the Homicide Investigation Team, additional money was not provided for office space. Under Article V, of the State Constitution, it is the County's responsibility to provide the office space; and

WHEREAS, the State has requested funds from the County to lease a space for a term of three years, the space contains approximately 2,846 square feet of office space; and

WHEREAS, the annual lease amount the State has requested from the County to fund is in the amount of \$42,690.00 which will be payable monthly in the amount of three thousand five hundred fifty seven dollars and 50/100 (\$3,557.50) this also includes electricity, cleaning service, water and trash removal; and

WHEREAS, the State has also requested that the County fund the building expenses which include labor and materials to construct three (3) office spaces within Suite 105, 2155 Old Moultrie, St. Augustine, Florida 32084. These three spaces will be utilized for interviews and interrogations that are vital to the project; and

WHEREAS, the cost of the improvements for the three office spaces which includes painting, relocating A/C vents and lighting as needed and installation of an 8 foot cabinet/counter. The cost for the improvements which includes labor and materials is in the amount of Nineteen Thousand Six Hundred Fifty Dollars and No/100 (\$19,650.00); and

WHEREAS, a separate office dedicated to homicide investigations with the best equipment including suspect interview rooms will contribute greatly to the investigations and successful prosecution of homicide cases; and

WHEREAS, the County and the State have determined that it is in their mutual interest to enter into an Interlocal Agreement, in order to accomplish the goals and objectives, set forth in the agreement; and

WHEREAS, attached as Exhibit "A" is Interlocal Agreement hereby attached to and made a part hereof; and

WHEREAS, attached as Exhibit "B" is said Lease hereby attached hereto and made a part hereof; and

WHEREAS, attached as Exhibit "C-1", "C-2" Letters of Request, from State for County to fund lease space and improvements; and

WHEREAS, attached as Exhibit "D-1", "D-2", and "D-3", Letters of Support from Sheriff David B. Shoar, Assistant Chief of Police Kevin J. Stark, and Chief of Police of St. Augustine Beach Richard L. Hedges, these letters of support are backing the State related to the Homicide Investigation Team having a location in St. Johns 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 hereby authorizes the Interlocal Agreement, and Lease in the form attached hereto, and authorizes the County Administrator to execute the Interlocal Agreement along with the Lease, on behalf of the County.

Section 3. The Clerk of the Circuit Court is instructed to record the original Interlocal Agreement and Lease in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 12th day of July, 2005.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Bruce A. Maguire
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Strickland
Deputy Clerk

RENDITION DATE 07-15-05

FILED

2005 AUG 15 AM 11:46

CHERYL STRICKLAND
CLERK COUNTY COMMISSION
ST. JOHNS COUNTY FL

Res. 05-191

INTERLOCAL AGREEMENT
BETWEEN
ST. JOHNS COUNTY, FLORIDA
AND
OFFICE OF THE STATE ATTORNEY SEVENTH JUDICIAL CIRCUIT OF
FLORIDA

THIS AGREEMENT made and entered into on this 12th day of July, 2005, by and between the St. Johns County, a political subdivision of the State of Florida, hereinafter called "County" and Office of the State Attorney Seventh Judicial Circuit of Florida, hereinafter called "State."

WHEREAS, the State has requested from the County funding for establishing a Homicide Investigative Unit location; and

WHEREAS, the State has requested funds from the County to lease a space for a term of three years, the space contains approximately 2,846 square feet of office space; and

WHEREAS, the annual lease amount that the State has requested from the County to fund is in the amount of \$42,690.00 which will be payable monthly in the amount of three thousand five hundred seven dollars and 50/100 (\$3,557.50) this also includes electricity, cleaning service, water and trash removal; and

WHEREAS, the State has also requested that the County fund the building expenses which include labor and materials to construct three (3) office spaces within Suite 105, 2155 Old Moultrie Road, St. Augustine, Florida 32084, which will also include relocating A/C vents, and lighting as needed, painting all new interior walls and adjoining walls, excluding the walls with fabric wall covering. These spaces will be utilized for interviews and interrogations and are vital to the project; and

WHEREAS, the cost for the improvements of the three office spaces which also includes painting, relocating A/C vents and lighting as needed, and installing an 8 foot cabinet/counter. The State has requested the County fund the total amount of the improvements which is in the amount of Nineteen Thousand Six Hundred Fifty Dollars and No/100 (\$19,650.00); and

WHEREAS, a separate office dedicated to this purpose with the best equipment including suspect interview rooms will contribute greatly to the investigations and successful prosecution of homicide cases; and

WHEREAS, the County and the State have determined that it is in their mutual interest to enter into an Interlocal Agreement, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, this Agreement establishes the terms, provisions, conditions, requirements and obligations of both the County, and the State, in order to accomplish the goals and objections, set forth above; and

WHEREAS, Section 163.02, Florida Statutes (2004) authorizes the County and the State to enter into this Agreement.

NOW, THEREFORE, in consideration of the above, and based on the covenants contained herein, it is agreed by and between the parties as follows:


1. The County will proceed as expeditiously as possible, in order to finalize the required construction of the improvements to Suite 105, as requested by the State.
2. The County will proceed with funding of the improvements for Suite 105, as well as funding the leasing for a period of 36 months.
3. This Agreement can be amended or terminated by mutual agreement of both parties with 30 days written notice. Should this Agreement be terminated, the parties will meet within one week of termination in order to finalize the termination of this Agreement.
4. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any reason or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, invalid shall remain in full force, and effect.
5. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and /or legal action arising under this Agreement shall be in St. Johns County, Florida.
6. In light of the scope and rationale for this Agreement, neither the County, nor the State may assign, transfer, and or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the County, or the State, assign, transfer, or sell any of the rights noted in this Agreement without such prior express approval of the other party, then notwithstanding any other provision in this Agreement, such action on the part of either the County, or the State, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.
7. Both the County, and the State, acknowledge that this Agreement constitutes the complete understanding of both parties. Both the County,

and the State, acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and the State. It is expressly noted that any subsequent amendment to this Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County.


8. Unless terminated sooner, as provided herein, this Agreement shall commence as of the effective date of this Agreement, and shall continue thereafter until, and through, the end of the 3 year (36) month lease of Suite 105, 2155 Old Moultrie Road, St. Augustine, Florida, 32084, unless expressly extended by both parties.
9. All notices and other correspondence to the County in reference to this Agreement shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. delivered Mail
to:
County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

With a Copy To:
Office of the State Attorney
Seventh Judicial Circuit of Florida
State Attorney
251 North Ridgewood Avenue
Daytona Beach, Florida 32112-7509

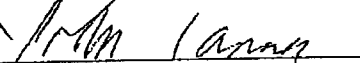
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

OFFICE OF THE STATE ATTORNEY
OFFICE SEVENTH JUDICIAL CIRCUIT
OF FLORIDA

By: 
John Tanner, State Attorney

LEASE

THIS LEASE, made and executed by and between G. AND G. OF ST. AUGUSTINE, INC., whose mailing address is 1715 Old Moultrie Road St. Augustine, Florida 32084 ("Landlord"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the described Premises, Other Areas and Common Areas, all in the manner and pursuant to the terms and conditions described herein,

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Parties.

(A) DATE OF LEASE: 1st day of September, 2005.

(B) NAME and ADDRESS OF LANDLORD:
G. AND G. OF ST. AUGUSTINE, INC.
1715 Old Moultrie Road
St. Augustine, Florida 32084

(C) NAME OF TENANT and ADDRESS OF TENANT:
St. Johns County, Florida
Florida State Attorney Office
Investigative Division
C/O Real Estate Division
4020 Lewis Speedway
St. Augustine, Florida 32084

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively for public and governmental purposes including, but not limited to, offices for constitutional officers and staff, administrative offices, clerical functions, storage of public and governmental papers and assets, meeting facilities, and related parking.

Section 1.03: THE PREMISES.

The Premises shall consist of the building located at 2155 Old Moultrie Road Suite 105, St. Augustine, Florida 32084. Said Premises contain approximately 2,846 square feet.

Section 1.04: THE OTHER AREAS.

The Other Area shall consist of the parking spaces located on premises; all State and County staff shall have access to parking as well as visitors. There may be times of overflow parking at times of staff meetings or special events.

Section 1.05: COMMENCEMENT DATE.

The Lease Term begins on the first day of September, 2005.

Section 1.06: SCHEDULED LEASE TERM.

The term of this Lease shall be for a term of 36 months (3) years beginning on the Commencement Date and expiring on the thirty sixth (36th) month from execution of this lease, should the tenant agree to remain in said unit after the end of the (36th) month any increase in rent would be based on the Consumer Price Index, rent not to exceed the increase in the consumer price index base as published by the US Government Bureau of Labor Statistics, Average Price Data, All Urban Consumers. The applicable reference base is the consumer price index published 12 months prior to the renewal date under consideration, at tenant option. Tenant reserves the right to vacate said unit giving the Landlord a 30-day notice.

Section 1.07: CONDITION OF PREMISES.

The Tenant will take possession of the Premises without further improvement by the Landlord. Any further improvements required for the Tenant's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Tenant's sole expense.

Section 1.08: RENT AND SECURITY DEPOSIT.

Rent for the Lease Term shall be three thousand five hundred fifty seven dollars and 50/100 (\$3,557.50) per month payable in equal monthly installments, in advance, without notice or demand. A (10) day grace period shall apply to this lease with a late fee of (1%) per month as per Florida Statue 218.74. Said Suite 105 includes a square footage price of \$15.00 per square foot based on 2,846 sq. ft. Payment shall be made at landlord's address or such other address as Landlord shall specify. Landlord shall hold a security deposit in the amount of three thousand five hundred fifty seven dollars and 50/100 (\$3,557.50) as security against damage. The lease amount shall remain the same without any increase throughout the lease term of 36 months. See also Article 3 hereof.

Section 1.09: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the building in fee simple title and has full authority to enter into this Lease.

ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT

Section 2.01: DEMISE.

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises, Other Areas and Common Areas to Tenant and Tenant hereby rents same all in the manner and under the conditions set forth in this Lease.

Section 2.02: USE OF COMMON AREAS.

Tenant and its officer's, agents, employees, clients, invitee and customers may use the Common Areas with others subject, however, to the terms and conditions of this Lease and to the Rules and Regulations reasonably adopted by the Landlord, which Rules and Regulations shall not unreasonably restrict the use of such Common Areas by the Tenant and its officers, agents, employees, clients, invitee and customers. The Common Areas shall be maintained by Landlord.

Section 2.03: QUIET ENJOYMENT.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, the Other Areas and may use and enjoy the Common Areas throughout the Lease term without interference by Landlord.

ARTICLE 3
TENANT'S OBLIGATION TO PAY RENT

Section 3.01: OBLIGATION TO PAY RENT.

Notwithstanding any other section of this Lease, the Tenant's obligation to pay Rent and to make payments to Landlord under this Lease is limited solely and only to payment from the funds of the Tenant described in the following covenant and solely and only in the manner and to the extent described in this Article and in such covenant.

Section 3.02: COVENANT TO BUDGET.

The Tenant covenants and agrees to appropriate in its annual budget for payment on the Lease Agreement.

ARTICLE 4
UTILITIES

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.

Tenant shall contract and pay for telephone utilities and private security monitoring used or consumed in the Premises; provided, that Landlord shall first furnish the meters or other devices necessary to determine the amount of use or consumption within the Premises. Landlord shall provide all necessary and appropriate water, sewage and solid

waste removal and electricity at his expense. There is no monthly maintenance fee to said Suite 105.

ARTICLE 5 MAINTENANCE OPERATION AND REPAIR

Section 5.01: MAINTENANCE BY LANDLORD.

Landlord shall maintain, repair and keep supporting walls, foundations, roof, and sprinkler systems, if any, glass, mechanical systems, electrical systems, plumbing systems, parking areas, landscaping, gutters, downspouts and all other improvements in good repair.

Landlord, however, shall have no duty to make any repairs within the Premises resulting from

- (a) any alterations, modifications or improvements made by or on behalf of Tenant;
- (b) the installation of Tenant's property, fixtures, (trade or otherwise), equipment or inventory;
- (c) Tenant's use or occupancy of the Premises in violation of this Lease or in a manner not consistent herewith; or
- (d) the acts or omissions of Tenant, its employees, agents, contractors, subtenants, invitees, licensees or customers.
- (e) Landlord shall maintain and provide cleanup of parking lot, any exterior lighting of the building as well as lighted signs on building.

Section 5.02: MAINTENANCE BY TENANT.

Except for Landlord's maintenance responsibilities as provided in Section 5.01, Tenant, at Tenant's expense, shall keep the Premises, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. If Tenant fails to do so, Landlord, after notice, may perform these duties, and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days request.

Section 5.03: SIGNS AWNINGS AND CANOPIES.

Tenant shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

Section 5.04: LIENS.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 5.05: SURRENDER OF PREMISES.

Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any

other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

ARTICLE 6 INSURANCE

Section 6.01: TENANT'S COVERAGE.

Tenant shall be responsible for insuring its personal property on the Premises and may maintain, at its expense, comprehensive or commercial general liability insurance for the Premises, Other Areas and/or Common Areas. The Landlord shall be named as an additional insured on the Tenant's liability policy.

Section 6.02: LANDLORD'S COVERAGE.

Landlord shall maintain adequate liability and property insurance covering the building. Tenant shall be named as additional insured on all liability policies.

ARTICLE 7 DAMAGE AND DESTRUCTION

Section 7.01: FIRE, EXPLOSION OR OTHER CASUALTY.

Tenant shall immediately give notice to Landlord of any damage to the Premises or Other Areas if the Premises are damaged by fire, explosion, wind, water or other casualty ("Occurrence"). To the extent that the cost of repairing the damages is less than fifty (50%) percent of the cost of completely replacing the Premises, the damage shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. If an occurrence causes damage and (i) the Premises are damaged to the extent that the cost of repairing the damage is fifty (50%) percent or more of the cost of completely replacing the Premises, or (ii) the building of which the Premises are a part is damaged to the extent that the cost of repairing the damage is twenty-five (25%) percent or more of the cost of completely replacing the building, or (iii) if the building is more than twenty-five (25%) percent of the cost of their complete replacement, Landlord, at its election, either promptly shall repair or rebuild the Premises and the buildings, or shall terminate this Lease by written notice to Tenant within ninety (90) days after the Occurrence. If the Occurrence renders twenty-five percent (25%) or less of the Premises untenantable and Tenant elects to utilize the portion not rendered untenantable during Landlord's repairs, a proportionate abatement of the rent shall be allowed from the Occurrence Date until the date Landlord completes its repair and restoration. Said proportion shall be computed on the basis of the relation which the gross square footage of the untenantable Premises space bears to the interior floor area of the Premises. If more than twenty five (25%) percent of the premises is rendered untenantable, or if Tenant elects not to utilize the Premises for its intended purpose during the Landlord's repairs, then, if and until Landlord restores the premises to the condition it was in on the Commencement Date, the Tenant's obligation to pay Rent shall cease from the date of the Occurrence until full

repair and restoration. In the event Landlord fails to notify Tenant within 30 days after the Occurrence of the Landlord's election to either repair all damages required to be repaired by Landlord or to terminate this Lease, or in the event that the Landlord's repairs take more than 120 days from the date of notification to complete, the Tenant, at its option, may unilaterally terminate this Lease. In the event this Lease is terminated pursuant to this Article 7, the Tenant shall not be obligated to make any monthly Rental installment payments subsequent to the date of the Occurrence and all obligations to pay Rent that would have accrued subsequent to such date shall cease.

Section 7.02: LANDLORD'S WORK.

Upon an Occurrence, Landlord need only make such repairs as are necessary to place the damaged portions of the property in the same condition as when possession of the Premises was initially delivered to Tenant.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.01: TENANT'S DEFAULT.

If Tenant fails to:

- (i) Pay all or any monthly installments of the Rent or any other sum due to the Landlord from Tenant hereunder within 30 days after Landlord notifies Tenant that such sum is past due;
- (ii) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord;
- (iii) Take appropriate action within ten (10) days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the non payment terms covenants and conditions hereof; or
- (iv) Conform with the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) days following receipt of written notice from the Landlord; then, the Tenant shall be in default. Upon such default, the Landlord may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Tenant shall be responsible for the reasonable expenses incurred by termination occasioned by Tenant's default, and the Tenant shall pay remainder of the Lease Term; provided, however, that the amounts reduced by the amount of rents, if any, received from replacement all such payments all obligations of Tenant to Landlord under this Lease shall cease. Landlord shall use its best efforts to promptly obtain replacement tenants at a fair rental.

Section 8.02: LANDLORD'S DEFAULT.

If Landlord fails to:

- (i) Take appropriate action within ten (10) days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions hereof; or
- (ii) Conform with the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within fifteen (15) days following receipt of written notice from Tenant; then, Landlord shall be in default.

Upon such default, the Tenant may terminate this Lease; the Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant. In addition, upon such termination occasioned by Landlord's default and upon vacation of the Premises by the Tenant, the Landlord shall pay the Tenant as damages to difference between the rents required to obtain replacement premises during the remainder of the Lease Term if such replacement rents are higher than the rents herein. Upon tender of all such payments, all obligations of Landlord to Tenant under this Lease shall cease.

ARTICLE 9 ASSIGNMENT AND SUBLETTING/RENTAL

Section 9.01: COVENANT NOT TO ASSIGN OR SUBLET WITHOUT CONSENT.
Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a first class office building.

ARTICLE 10 HAZARDOUS SUBSTANCES

Section 10.01: HAZABDOUS SUBSTANCES.

(a) Neither Tenant, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.

(b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA "); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal or Florida law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

ARTICLE 11 MISCELLANEOUS

Section 11.01: SEVERABILITY.

In the event any provision of the Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 11.02 EXECUTION IN COUNTERPARTS.

This Lease may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 11.03 CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

**ARTICLE 12
BUILDOUT AND WALL INSTALLATION**

Section 12.01: BUILDOUT Tenant shall incur the expense of any Build out of said Suite 105 which shall include the construction of three additional interviewing rooms, painting, electrical outlets, computer wiring, and telephone wiring as needed.

Section 12.02: WALL INSTALLATION Landlord shall install a wall at the entrance to Suite 105 as agreed to establish a Lobby Waiting room in said Suite. This expense shall be incurred by Landlord.

**ARTICLE 13
OFFICE FURNITURE**

Section 13.01: OFFICE FURNITURE Landlord has agreed for tenant to use the tagged office furniture in Suite 105 for the duration of the leased space at no extra charge.

Section 13.02 INVENTORY LIST Prior to tenant taking occupancy of Suite 105 an office furniture inventory list shall be established, which will list the landlord's office furniture that will remain in unit when tenant vacates Suite 105.

**ARTICLE 14
PROPERTY TAXES AND SALES TAX**

Section 14.01: PROPERTY TAX AND SALS TAX Tenant is tax exempt and shall pay no Property Taxes or Sales Taxes.

**ARTICLE 15
DEEP CLEANING**

Section 15.01 DEEP CLEANING Landlord has agreed to deep clean Suite 105 prior to tenants occupancy at his expense. The deep cleaning shall include deep cleaning walls, deep cleaning carpet, and window cleaning.

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

Laura S. Taylor
Print Witness Name: Laura S. Taylor

Sarah Cone
Print Witness Name: Sarah Cone

Tenant:
ST. JOHNS COUNTY, a Political
Subdivision of the State of Florida

By: Ben W. Adams
Ben W. Adams, County Administrator

James H. Hill
Print Witness Name: James Hill

Sonya Soren
Print Witness Name: Sonya Soren

Landlord:
G. AND G. OF ST. AUGUSTINE, INC.

BY: Philip B. Genovar
Philip B. Genovar, President

1ST AMENDMENT TO LEASE AGREEMENT

THIS 1ST AMENDMENT TO LEASE AGREEMENT ("1ST Amendment") dated 2nd day of July, 2005 by and between G. AND G. OF ST. AUGUSTINE, INC. as ("Landlord") and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, ("Tenant")

Recitals

WHEREAS, the owner entered into a Lease Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof with St. Johns County, Florida for purposes of leasing space located at 2155 Old Moultrie Road Suite 105, St. Augustine, Florida 32084.

WHEREAS, the daily cleaning service to the interior of Suite 105, was inadvertently silent in the language of the lease. Landlord has agreed to supply a daily cleaning service for the interior of Suite 105, at no addition fee for the duration of said lease. The cleaning service will be from Monday through Friday during normal operating hours of the State Attorney Office. The cleaning service shall be the same cleaning service that is supplied for FDLE. Landlord will also be cleaning the common areas on site on Tuesday and Thursday.

WHEREAS, it is agreed that Landlord will replace the wall that was removed at the entrance reception area at no charge to tenant. This construction shall be correlated with the construction of the build out within said unit for tenant.

NOW THEREFORE, the parties hereby agree as follows:

1. The above recitals are incorporated by reference and made a part hereof.
2. All other provisions and agreements of the Lease Agreement shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

Laura S. Taylor
Print Witness Name Laura S. Taylor

Sarah Cone
Print Witness Name Sarah Cone

James Heast
Print Witness Name James Heast
Sonja Jensen
Print Witness Name Sonja Jensen

Tenant:
St. Johns County

By: Ben W. Adams, Jr.
Ben W. Adams, Jr.
County Administrator

Owner:
G. AND G. OF ST. AUGUSTINE,
INC.
By: Philip B. Genovar
Philip B. Genovar, President

RESOLUTION NO. 2008- 215

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING AND AUTHORIZING ST. JOHNS COUNTY ADMINISTRATOR TO EXECUTE A 1ST AMENDMENT TO THE INTERLOCAL AGREEMENT AND THE 2ND AMENDMENT TO THE LEASE FOR THE LEASED SPACE OCCUPIED BY THE OFFICE OF THE STATE ATTORNEY SEVENTH JUDICIAL CIRCUIT OF FLORIDA HOMICIDE INVESTIGATION UNIT HEREBY AUTHORIZING AND APPROVING ST. JOHNS COUNTY TO BUDGET THE FUNDS FOR PAYMENT OF THE 2ND AMENDMENT OF LEASE.

RECITALS

WHEREAS, the State Attorney Seventh Judicial Circuit of Florida hereinafter shall be called "State" has requested from St. Johns County hereinafter shall be called "County" funding for the lease renewal of office space for the Homicide Investigation Team; and

WHEREAS, Resolution No. 2005-191 which approved the funding for the Lease and Interlocal Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the 2nd Amendment to Lease, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the 1st Amendment Interlocal Agreement, attached hereto as Exhibit "C" incorporated by reference and made a part hereof; and

WHEREAS, the letters of support for the continued services of the Homicide Investigation Unit, attached as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, the legislature provided additional funding and personnel for the formation of the Homicide Investigation Team, additional money was not provided for office space. Under Florida Statue 29.008 Article V Revision 7, of the State Constitution, it is the County's responsibility to provide the office space; and

WHEREAS, staff and operations of the Homicide Investigate Unit is funded from the general revenue and cost of prosecution trust fund dollars this continued fund availability is a contingency to the Lease Amendment; and

WHEREAS, the State has requested funds from the County to extend the leased space for an additional term of three years, the space contains approximately 2,846 square feet of office space; and

WHEREAS, the annual lease amount the State has requested from the County to fund is in the amount of \$42,690.00 which will be payable monthly in the amount of three thousand five hundred fifty seven dollars and 50/100 (\$3,557.50) this also includes CAM fee which includes the following services electricity, cleaning service, water and trash removal; and

WHEREAS, a separate office dedicated to homicide investigations with the best equipment including suspect interview rooms has contribute greatly to the investigations and successful prosecution of homicide cases; and

WHEREAS, the County and the State have determined that it is in their mutual interest to enter into a 1st Amendment Interlocal Agreement, in order to accomplish the goals and objectives, set forth in the agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby authorizes the 1st Amendment to the Interlocal Agreement and 2nd Amendment to Lease in the form attached hereto, and authorizes the County Administrator to execute the 1st Amendment to the Interlocal Agreement along with the 2nd Amendment to Lease, on behalf of the County.

Section 3. The Clerk of the Circuit Court is instructed to record the original 1ST Amendment to the Interlocal Agreement and 2nd Amendment to Lease in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of August, 2008.



BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Thomas G. Manuel
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 8/25/08

EXHIBIT "B," TO RESOLUTION

3rd AMENDMENT TO LEASE AGREEMENT

THIS 3rd AMENDMENT TO LEASE AGREEMENT ("3rd Amendment") by and Between **St. Johns County, Florida**, a political subdivision of the State of Florida, as ("Tenant") and **G. AND G. OF ST. AUGUSTINE, INC.** as ("Landlord") whose address is 1715 Old Moultrie Road, St. Augustine, Florida 32086

Recital

WHEREAS, on July 12, 2005 per Resolution No. 2005-191 the Board of County Commissioners of St. Johns County approved the terms of the Lease Agreement for the State Attorney Seventh Judicial Circuit of Florida to occupy rental space at 2155 Old Moultrie Road Suite 105, St. Augustine, Florida 32084, and

WHEREAS, on August 19, 2008 per Resolution No. 2008-215 the Board of County of St. Johns County approved the 2nd Amendment to Lease, attached hereto and made a part of as Exhibit "A," and

WHEREAS, the rental fee in the lease will remain (\$3,557.50) three thousand five hundred and fifty seven and 50/100 per month which includes the CAM fee , these fees shall remain the same and expire on August 31, 2012; and

WHEREAS, at the option of the Tenant this 3rd Amendment to Lease may be extended an additional three years by giving Landlord a 60 day notice prior to August 31, 2012 **at a rate to be negotiated**; and

WHEREAS, this 3rd Amendment is subject to and contingent upon the State Attorney Seventh Judicial Circuit of Florida receiving annual funding for staff and operation of services for the Homicide Investigation Team these appropriation of funds are from the general revenue and cost of prosecutions trust fund dollars; and

WHEREAS, nothing contained herein shall obligate St. Johns County to expend ad valorem dollars beyond one year; and

WHEREAS, all other provisions of the Original Lease and 3rd Amendment to Lease shall remain the same.

NOW THEREFORE, the parties hereby agree as follows:

Section 1. The above recitals are incorporated by reference and made a part hereof.

Section 2. "All remaining provisions of the Original Lease and the 3rd Amendment to Lease shall remain the same applicable and enforceable terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this 3rd Amendment effective immediately.

Tenant
St. Johns County,
A political subdivision of the
State of Florida

Print Witness Name _____

By: _____
Michael D. Wanchick
County Administrator

Print Witness Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____ 2011 by Michael D. Wanchick as County Administrator of, St. Johns County, Florida. He is personally known.

Notary Public, State of Florida
My Commission Expires _____

Print Witness Name _____

LANDLORD:
G. AND G. OF ST. AUGUSTINE, INC.

Print Witness Name _____

By _____
President
Philip B. Genovar

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____ 2011, by Philip B. Genovar President of G. AND G. OF ST. AUGUSTINE, INC. who is personally known to me or has produced _____ as identification.

Notary Public, State of
Florida
My Commission
Expires _____

EXHIBIT "A" TO LEASE

Res 2008-215
2nd AMENDMENT TO LEASE AGREEMENT

THIS 2nd AMENDMENT TO LEASE AGREEMENT ("2nd Amendment") by and Between **St. Johns County, Florida**, a political subdivision of the State of Florida, as ("Tenant") and **G. AND G. OF ST. AUGUSTINE, INC.** as ("Landlord") whose address is 1715 Old Moultrie Road, St. Augustine, Florida 32086

Recital

WHEREAS, on July 12, 2005 per Resolution No. 2005-191 the Board of County Commissioners of St. Johns County approved the terms of the Lease Agreement for the State Attorney Seventh Judicial Circuit of Florida to occupy rental space at 2155 Old Moultrie Road Suite 105, St. Augustine, Florida 32084, and 1st Amendment to Lease is herby attached hereto and made a part of as Exhibit "A"; and

WHEREAS, the rental fee in the lease will be in the amount of (\$3,557.50) three thousand five hundred and fifty seven and 50/100 per month including the CAM fee , these fees shall remain the same throughout the extension and expiring on August 31, 2011; and

WHEREAS, this 2nd Amendment is subject to and contingent upon the State Attorney Seventh Judicial Circuit of Florida receiving annual funding for staff and operation of services for the Homicide Investigation Team these appropriation of funds are from the general revenue and cost of prosecutions trust fund dollars; and

WHEREAS, all other provisions of the Original Lease and 1st Amendment to Lease shall remain the same.

NOW THEREFORE, the parties hereby agree as follows:

Section 1. The above recitals are incorporated by reference and made a part hereof.

Section 2. "All remaining provisions of the Original Lease and the 1st Amendment to Lease shall remain the same applicable and enforceable terms.

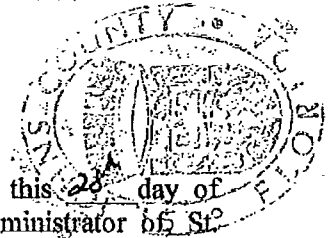
IN WITNESS WHEREOF, the parties hereto have duly executed this 2nd Amendment effective immediately.

Tenant
St. Johns County,
A political subdivision of the
State of Florida

[Signature]
Print Witness Name Danielle Taylor

[Signature]
Print Witness Name Pam Halterman

By: [Signature]
Michael D. Wanchick
County Administrator



STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 20 day of August 2008 by Michael D. Wanchick as County Administrator of St. Johns County, Florida. He is personally known.

[Signature]

Notary Public, State of Florida
My Commission Expires [Date]
PAMELA HALTERMAN
Notary Public, State of Florida
My Comm. expires Aug. 15, 2009
Comm. No. DD 441350

[Signature]
Print Witness Name Jared Haese

[Signature]
Print Witness Name B.W. Fletcher Jr.

LANDLORD:
G. AND G. OF ST. AUGUSTINE, INC.

By: [Signature]
President
Philip B. Genovar

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 6th day of August 2008, by Philip B. Genovar President of G. AND G. OF ST. AUGUSTINE, INC. who is personally known to me ~~or has~~ produced _____ as identification.

[Signature]
Notary Public, State of
Florida
My Commission
Expires _____

B. W. Fletcher, Jr.
Commission # DD481253
Expires October 12, 2009
Bonded Title Fidelity Insurance, Inc. 605-444-2119

RESOLUTION NO. 2008- 215

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING AND AUTHORIZING ST. JOHNS COUNTY ADMINISTRATOR TO EXECUTE A 1ST AMENDMENT TO THE INTERLOCAL AGREEMENT AND THE 2ND AMENDMENT TO THE LEASE FOR THE LEASED SPACE OCCUPIED BY THE OFFICE OF THE STATE ATTORNEY SEVENTH JUDICIAL CIRCUIT OF FLORIDA HOMICIDE INVESTIGATION UNIT HEREBY AUTHORIZING AND APPROVING ST. JOHNS COUNTY TO BUDGET THE FUNDS FOR PAYMENT OF THE 2ND AMENDMENT OF LEASE.

RECITALS

WHEREAS, the State Attorney Seventh Judicial Circuit of Florida hereinafter shall be called "State" has requested from St. Johns County hereinafter shall be called "County" funding for the lease renewal of office space for the Homicide Investigation Team; and

WHEREAS, Resolution No. 2005-191 which approved the funding for the Lease and Interlocal Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the 2nd Amendment to Lease, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the 1st Amendment Interlocal Agreement, attached hereto as Exhibit "C" incorporated by reference and made a part hereof; and

WHEREAS, the letters of support for the continued services of the Homicide Investigation Unit, attached as Exhibit "D", incorporated by reference and made a part hereof; and

WHEREAS, the legislature provided additional funding and personnel for the formation of the Homicide Investigation Team, additional money was not provided for office space. Under Florida Statute 29.008 Article V Revision 7, of the State Constitution, it is the County's responsibility to provide the office space; and

WHEREAS, staff and operations of the Homicide Investigate Unit is funded from the general revenue and cost of prosecution trust fund dollars this continued fund availability is a contingency to the Lease Amendment; and

WHEREAS, the State has requested funds from the County to extend the leased space for an additional term of three years, the space contains approximately 2,846 square feet of office space; and

WHEREAS, the annual lease amount the State has requested from the County to fund is in the amount of \$42,690.00 which will be payable monthly in the amount of three thousand five hundred fifty seven dollars and 50/100 (\$3,557.50) this also includes CAM fee which includes the following services electricity, cleaning service, water and trash removal; and

WHEREAS, a separate office dedicated to homicide investigations with the best equipment including suspect interview rooms has contribute greatly to the investigations and successful prosecution of homicide cases; and

WHEREAS, the County and the State have determined that it is in their mutual interest to enter into a 1st Amendment Interlocal Agreement, in order to accomplish the goals and objectives, set forth in the agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby authorizes the 1st Amendment to the Interlocal Agreement and 2nd Amendment to Lease in the form attached hereto, and authorizes the County Administrator to execute the 1st Amendment to the Interlocal Agreement along with the 2nd Amendment to Lease, on behalf of the County.

Section 3. The Clerk of the Circuit Court is instructed to record the original 1st Amendment to the Interlocal Agreement and 2nd Amendment to Lease in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of August, 2008.



BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Thomas G. Manuel
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 8/25/08

1ST AMENDMENT TO LEASE AGREEMENT

THIS 1ST AMENDMENT TO LEASE AGREEMENT ("1ST Amendment") dated 2nd day of July, 2005 by and between G. AND G. OF ST. AUGUSTINE, INC. as ("Landlord") and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, ("Tenant")

Recitals

WHEREAS, the owner entered into a Lease Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof with St. Johns County, Florida for purposes of leasing space located at 2155 Old Moultrie Road Suite 105, St. Augustine, Florida 32084.

WHEREAS, the daily cleaning service to the interior of Suite 105, was inadvertently silent in the language of the lease. Landlord has agreed to supply a daily cleaning service for the interior of Suite 105, at no addition fee for the duration of said lease. The cleaning service will be from Monday through Friday during normal operating hours of the State Attorney Office. The cleaning service shall be the same cleaning service that is supplied for FDLE. Landlord will also be cleaning the common areas on site on Tuesday and Thursday.

WHEREAS, it is agreed that Landlord will replace the wall that was removed at the entrance reception area at no charge to tenant. This construction shall be correlated with the construction of the build out within said unit for tenant.

NOW THEREFORE, the parties hereby agree as follows:

1. The above recitals are incorporated by reference and made a part hereof.
2. All other provisions and agreements of the Lease Agreement shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

Laura S. Taylor
Print Witness Name Laura S. Taylor

Sarah Cone
Print Witness Name Sarah Cone

Jones Hoast
Print Witness Name Jones Hoast
Sonya Sorenson
Print Witness Name Sonya Sorenson

Tenant:
St. Johns County

By: Ben W. Adams, Jr.
Ben W. Adams, Jr.
County Administrator

Owner:
G. AND G. OF ST. AUGUSTINE,
INC.
By: Philip B. Genovar
Philip B. Genovar, President

EXHIBIT "A" TO LEASE AGREEMENT

RESOLUTION NO. 2005- 191

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE OFFICE OF THE STATE ATTORNEY SEVENTH JUDICIAL CIRCUIT OF FLORIDA AUTHORIZING ST. JOHNS COUNTY TO BUDGET THE FUNDS FOR THE LEASE PAYMENTS AND IMPROVEMENTS OF A HOMICIDE INVESTIGATION UNIT LOCATION.

RECITALS

WHEREAS, the State Attorney Seventh Judicial Circuit of Florida hereinafter shall be called "State" has requested from St. Johns County hereinafter shall be called "County" funding for office space for the newly created Homicide Investigation Team; and

WHEREAS, the legislature provided additional funding and personnel for the formation of the Homicide Investigation Team, additional money was not provided for office space. Under Article V, of the State Constitution, it is the County's responsibility to provide the office space; and

WHEREAS, the State has requested funds from the County to lease a space for a term of three years, the space contains approximately 2,846 square feet of office space; and

WHEREAS, the annual lease amount the State has requested from the County to fund is in the amount of \$42,690.00 which will be payable monthly in the amount of three thousand five hundred fifty seven dollars and 50/100 (\$3,557.50) this also includes electricity, cleaning service, water and trash removal; and

WHEREAS, the State has also requested that the County fund the building expenses which include labor and materials to construct three (3) office spaces within Suite 105, 2155 Old Moultrie, St. Augustine, Florida 32084. These three spaces will be utilized for interviews and interrogations that are vital to the project; and

WHEREAS, the cost of the improvements for the three office spaces which includes painting, relocating A/C vents and lighting as needed and installation of an 8 foot cabinet/counter. The cost for the improvements which includes labor and materials is in the amount of Nineteen Thousand Six Hundred Fifty Dollars and No/100 (\$19,650.00); and

WHEREAS, a separate office dedicated to homicide investigations with the best equipment including suspect interview rooms will contribute greatly to the investigations and successful prosecution of homicide cases; and

WHEREAS, the County and the State have determined that it is in their mutual interest to enter into an Interlocal Agreement, in order to accomplish the goals and objectives, set forth in the agreement; and

WHEREAS, attached as Exhibit "A" is Interlocal Agreement hereby attached to and made a part hereof; and

WHEREAS, attached as Exhibit "B" is said Lease hereby attached hereto and made a part hereof; and

WHEREAS, attached as Exhibit "C-1", "C-2" Letters of Request, from State for County to fund lease space and improvements; and

WHEREAS, attached as Exhibit "D-1", "D-2", and "D-3", Letters of Support from Sheriff David B. Shoar, Assistant Chief of Police Kevin J. Stark, and Chief of Police of St. Augustine Beach Richard L. Hedges, these letters of support are backing the State related to the Homicide Investigation Team having a location in St. Johns 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 hereby authorizes the Interlocal Agreement, and Lease in the form attached hereto, and authorizes the County Administrator to execute the Interlocal Agreement along with the Lease, on behalf of the County.

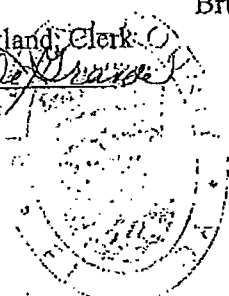
Section 3. The Clerk of the Circuit Court is instructed to record the original Interlocal Agreement and Lease in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 12th day of July, 2005.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Bruce A. Maguire
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk
By: Patricia A. DePrado
Deputy Clerk



RENDITION DATE 07-15-05

LEASE

THIS LEASE, made and executed by and between G. AND G. OF ST. AUGUSTINE, INC., whose mailing address is 1715 Old Moultrie Road St. Augustine, Florida 32084("Landlord"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the described Premises, Other Areas and Common Areas, all in the manner and pursuant to the terms and conditions described herein,

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Parties.

(A) DATE OF LEASE: 1st day of September, 2005.

(B) NAME and ADDRESS OF LANDLORD:
G. AND G. OF ST. AUGUSTINE, INC.
1715 Old Moultrie Road
St. Augustine, Florida 32084

(C) NAME OF TENANT and ADDRESS OF TENANT:
St. Johns County, Florida
Florida State Attorney Office
Investigative Division
C/O Real Estate Division
4020 Lewis Speedway
St. Augustine, Florida 32084

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively for public and governmental purposes including, but not limited to, offices for constitutional officers and staff, administrative offices, clerical functions, storage of public and governmental papers and assets, meeting facilities, and related parking.

Section 1.03: THE PREMISES.

The Premises shall consist of the building located at 2155 Old Moultrie Road Suite 105, St. Augustine, Florida 32084. Said Premises contain approximately 2,846 square feet.

Section 1.04: THE OTHER AREAS.

The Other Area shall consist of the parking spaces located on premises; all State and County staff shall have access to parking as well as visitors. There may be times of overflow parking at times of staff meetings or special events.

Section 1.05: COMMENCEMENT DATE.

The Lease Term begins on the first day of September, 2005.

Section 1.06: SCHEDULED LEASE TERM.

The term of this Lease shall be for a term of 36 months (3) years beginning on the Commencement Date and expiring on the thirty sixth (36th) month from execution of this lease, should the tenant agree to remain in said unit after the end of the (36th) month any increase in rent would be based on the Consumer Price Index, rent not to exceed the increase in the consumer price index base as published by the US Government Bureau of Labor Statistics, Average Price Data, All Urban Consumers. The applicable reference base is the consumer price index published 12 months prior to the renewal date under consideration, at tenant option. Tenant reserves the right to vacate said unit giving the Landlord a 30-day notice.

Section 1.07: CONDITION OF PREMISES.

The Tenant will take possession of the Premises without further improvement by the Landlord. Any further improvements required for the Tenant's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Tenant's sole expense.

Section 1.08: RENT AND SECURITY DEPOSIT.

Rent for the Lease Term shall be three thousand five hundred fifty seven dollars and 50/100 (\$3,557.50) per month payable in equal monthly installments, in advance, without notice or demand. A (10) day grace period shall apply to this lease with a late fee of (1%) per month as per Florida Statue 218.74. Said Suite 105 includes a square footage price of \$15.00 per square foot based on 2,846 sq. ft. Payment shall be made at landlord's address or such other address as Landlord shall specify. Landlord shall hold a security deposit in the amount of three thousand five hundred fifty seven dollars and 50/100 (\$3,557.50) as security against damage. The lease amount shall remain the same without any increase throughout the lease term of 36 months. See also Article 3 hereof.

Section 1.09: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the building in fee simple title and has full authority to enter into this Lease.

ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT

Section 2.01: DEMISE.

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises, Other Areas and Common Areas to Tenant and Tenant hereby rents same all in the manner and under the conditions set forth in this Lease.

Section 2.02: USE OF COMMON AREAS.

Tenant and its officer's, agents, employees, clients, invitee and customers may use the Common Areas with others subject, however, to the terms and conditions of this Lease and to the Rules and Regulations reasonably adopted by the Landlord, which Rules and Regulations shall not unreasonably restrict the use of such Common Areas by the Tenant and its officers, agents, employees, clients, invitee and customers. The Common Areas shall be maintained by Landlord.

Section 2.03: QUIET ENJOYMENT.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, the Other Areas and may use and enjoy the Common Areas throughout the Lease term without interference by Landlord.

ARTICLE 3
TENANT'S OBLIGATION TO PAY RENT

Section 3.01: OBLIGATION TO PAY RENT.

Notwithstanding any other section of this Lease, the Tenant's obligation to pay Rent and to make payments to Landlord under this Lease is limited solely and only to payment from the funds of the Tenant described in the following covenant and solely and only in the manner and to the extent described in this Article and in such covenant.

Section 3.02: COVENANT TO BUDGET.

The Tenant covenants and agrees to appropriate in its annual budget for payment on the Lease Agreement.

ARTICLE 4
UTILITIES

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.

Tenant shall contract and pay for telephone utilities and private security monitoring used or consumed in the Premises; provided, that Landlord shall first furnish the meters or other devices necessary to determine the amount of use or consumption within the Premises. Landlord shall provide all necessary and appropriate water, sewage and solid

waste removal and electricity at his expense. There is no monthly maintenance fee to said Suite 105.

ARTICLE 5 MAINTENANCE OPERATION AND REPAIR

Section 5.01: MAINTENANCE BY LANDLORD.

Landlord shall maintain, repair and keep supporting walls, foundations, roof, and sprinkler systems, if any, glass, mechanical systems, electrical systems, plumbing systems, parking areas, landscaping, gutters, downspouts and all other improvements in good repair.

Landlord, however, shall have no duty to make any repairs within the Premises resulting from

- (a) any alterations, modifications or improvements made by or on behalf of Tenant;
- (b) the installation of Tenant's property, fixtures, (trade or otherwise), equipment or inventory;
- (c) Tenant's use or occupancy of the Premises in violation of this Lease or in a manner not consistent herewith; or
- (d) the acts or omissions of Tenant, its employees, agents, contractors, subtenants, invitees, licensees or customers.
- (e) Landlord shall maintain and provide cleanup of parking lot, any exterior lighting of the building as well as lighted signs on building.

Section 5.02: MAINTENANCE BY TENANT.

Except for Landlord's maintenance responsibilities as provided in Section 5.01, Tenant, at Tenant's expense, shall keep the Premises, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. If Tenant fails to do so, Landlord, after notice, may perform these duties, and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days request.

Section 5.03: SIGNS AWNINGS AND CANOPIES.

Tenant shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

Section 5.04: LIENS.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 5.05: SURRENDER OF PREMISES.

Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any

other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

ARTICLE 6 INSURANCE

Section 6.01: TENANT'S COVERAGE.

Tenant shall be responsible for insuring its personal property on the Premises and may maintain, at its expense, comprehensive or commercial general liability insurance for the Premises, Other Areas and/or Common Areas. The Landlord shall be named as an additional insured on the Tenant's liability policy.

Section 6.02: LANDLORD'S COVERAGE.

Landlord shall maintain adequate liability and property insurance covering the building. Tenant shall be named as additional insured on all liability policies.

ARTICLE 7 DAMAGE AND DESTRUCTION

Section 7.01: FIRE, EXPLOSION OR OTHER CASUALTY.

Tenant shall immediately give notice to Landlord of any damage to the Premises or Other Areas if the Premises are damaged by fire, explosion, wind, water or other casualty ("Occurrence"). To the extent that the cost of repairing the damages is less than fifty (50%) percent of the cost of completely replacing the Premises, the damage shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. If an occurrence causes damage and (i) the Premises are damaged to the extent that the cost of repairing the damage is fifty (50%) percent or more of the cost of completely replacing the Premises, or (ii) the building of which the Premises are a part is damaged to the extent that the cost of repairing the damage is twenty-five (25%) percent or more of the cost of completely replacing the building, or (iii) if the building is more than twenty-five (25%) percent of the cost of their complete replacement, Landlord, at its election, either promptly shall repair or rebuild the Premises and the buildings, or shall terminate this Lease by written notice to Tenant within ninety (90) days after the Occurrence. If the Occurrence renders twenty-five percent (25%) or less of the Premises untenable and Tenant elects to utilize the portion not rendered untenable during Landlord's repairs, a proportionate abatement of the rent shall be allowed from the Occurrence Date until the date Landlord completes its repair and restoration. Said proportion shall be computed on the basis of the relation which the gross square footage of the untenable Premises space bears to the interior floor area of the Premises. If more than twenty five (25%) percent of the premises is rendered untenable, or if Tenant elects not to utilize the Premises for its intended purpose during the Landlord's repairs, then, if and until Landlord restores the premises to the condition it was in on the Commencement Date, the Tenant's obligation to pay Rent shall cease from the date of the Occurrence until full

repair and restoration. In the event Landlord fails to notify Tenant within 30 days after the Occurrence of the Landlord's election to either repair all damages required to be repaired by Landlord or to terminate this Lease, or in the event that the Landlord's repairs take more than 120 days from the date of notification to complete, the Tenant, at its option, may unilaterally terminate this Lease. In the event this Lease is terminated pursuant to this Article 7, the Tenant shall not be obligated to make any monthly Rental installment payments subsequent to the date of the Occurrence and all obligations to pay Rent that would have accrued subsequent to such date shall cease.

Section 7.02: LANDLORD'S WORK.

Upon an Occurrence, Landlord need only make such repairs as are necessary to place the damaged portions of the property in the same condition as when possession of the Premises was initially delivered to Tenant.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.01: TENANT'S DEFAULT.

If Tenant fails to:

- (i) Pay all or any monthly installments of the Rent or any other sum due to the Landlord from Tenant hereunder within 30 days after Landlord notifies Tenant that such sum is past due;
- (ii) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord;
- (iii) Take appropriate action within ten (10) days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the non payment terms covenants and conditions hereof; or
- (iv) Conform with the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) days following receipt of written notice from the Landlord; then, the Tenant shall be in default. Upon such default, the Landlord may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Tenant shall be responsible for the reasonable expenses incurred by termination occasioned by Tenant's default, and the Tenant shall pay remainder of the Lease Term; provided, however, that the amounts reduced by the amount of rents, if any, received from replacement all such payments all obligations of Tenant to Landlord under this Lease shall cease. Landlord shall use its best efforts to promptly obtain replacement tenants at a fair rental.

Section 8.02: LANDLORD'S DEFAULT.

If Landlord fails to:

- (i) Take appropriate action within ten (10) days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions hereof; or
- (ii) Conform with the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within fifteen (15) days following receipt of written notice from Tenant; then, Landlord shall be in default.

Upon such default, the Tenant may terminate this Lease; the Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant. In addition, upon such termination occasioned by Landlord's default and upon vacation of the Premises by the Tenant, the Landlord shall pay the Tenant as damages to difference between the rents required to obtain replacement premises during the remainder of the Lease Term if such replacement rents are higher than the rents herein. Upon tender of all such payments, all obligations of Landlord to Tenant under this Lease shall cease.

ARTICLE 9 ASSIGNMENT AND SUBLETTING/RENTAL

Section 9.01: COVENANT NOT TO ASSIGN OR SUBLET WITHOUT CONSENT.
Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a first class office building.

ARTICLE 10 HAZARDOUS SUBSTANCES

Section 10.01: HAZABDOUS SUBSTANCES.

(a) Neither Tenant, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.

(b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA"); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal or Florida law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

ARTICLE 11 MISCELLANEOUS

Section 11.01: SEVERABILITY.

In the event any provision of the Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 11.02 EXECUTION IN COUNTERPARTS.

This Lease may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 11.03 CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

**ARTICLE 12
BUILDOUT AND WALL INSTALLATION**

Section 12.01: BUILDOUT Tenant shall incur the expense of any Build out of said Suite 105 which shall include the construction of three additional interviewing rooms, painting, electrical outlets, computer wiring, and telephone wiring as needed.

Section 12.02: WALL INSTALLATION Landlord shall install a wall at the entrance to Suite 105 as agreed to establish a Lobby Waiting room in said Suite. This expense shall be incurred by Landlord.

**ARTICLE 13
OFFICE FURNITURE**

Section 13.01: OFFICE FURNITURE Landlord has agreed for tenant to use the tagged office furniture in Suite 105 for the duration of the leased space at no extra charge.

Section 13.02 INVENTORY LIST Prior to tenant taking occupancy of Suite 105 an office furniture inventory list shall be established, which will list the landlord's office furniture that will remain in unit when tenant vacates Suite 105.

**ARTICLE 14
PROPERTY TAXES AND SALES TAX**

Section 14.01: PROPERTY TAX AND SALS TAX Tenant is tax exempt and shall pay no Property Taxes or Sales Taxes.

**ARTICLE 15
DEEP CLEANING**

Section 15.01 DEEP CLEANING Landlord has agreed to deep clean Suite 105 prior to tenants occupancy at his expense. The deep cleaning shall include deep cleaning walls, deep cleaning carpet, and window cleaning.

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

Laura S. Taylor
Print Witness Name: Laura S. Taylor

Sarah One
Print Witness Name: Sarah One

Tenant:
ST. JOHNS COUNTY, a Political
Subdivision of the State of Florida

By: *Ben W. Adams*
Ben W. Adams, County Administrator

James H. Hearn
Print Witness Name: James Hearn

James H. Hearn
Print Witness Name: James Hearn

Landlord:
G. AND G. OF ST. AUGUSTINE, INC.

BY: *Philip B. Genovar*
Philip B. Genovar, President