

RESOLUTION NO. 2020- 106

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 LEASE AGREEMENT WITH MUNICIPAL SERVICE DISTRICT OF PONTE VEDRA BEACH FOR SPACE AT THE ST. JOHNS COUNTY PONTE VEDRA ANNEX.

RECITALS

WHEREAS, the Municipal Service District of Ponte Vedra Beach (the "MSD") has expressed an interest in renewing their Lease Agreement with St. Johns County for space within the St. Johns County Ponte Vedra Annex and has submitted a Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the leased space will be used to store three filing cabinets containing documents related to MSD activities and permit the MSD to schedule meetings in the Ponte Vedra Annex conference room subject to prior approval by the St. Johns County Tax Collector; and

WHEREAS, this is a revocable Lease Agreement and the County can terminate the Lease with ninety (90) day written notice should a need be determined.

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 of the Lease Agreement and authorizes the County Administrator, or designee, to execute said Lease Agreement.

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 of the Court of St. Johns County is instructed to record the original Lease Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of April, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk of Court

By: [Signature]
Deputy Clerk

RENDITION DATE APR 9 2020

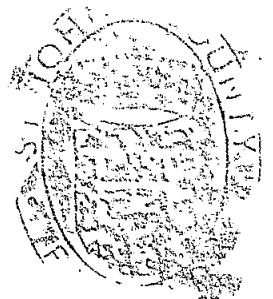


EXHIBIT "A" TO RESOLUTION

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2020, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "County"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and **MUNICIPAL SERVICE DISTRICT OF PONTE VEDRA BEACH** (the "MSD"), whose primary address is Post Office Box 1323, Ponte Vedra Beach, Florida 32004.

RECITALS

WHEREAS, the County's lease space at 151 Sawgrass Corners, Suite 100, St. Augustine, Florida, is commonly known as the St. Johns County Ponte Vedra Annex (the "Premises"), and is more particularly described on Exhibit "A," attached hereto and by reference incorporated herein;

WHEREAS, the MSD provides certain public services in cooperation with the County; and

WHEREAS, the County and the MSD seek to enter in this Lease Agreement to provide for space on or at the Premises to store three (3) filing cabinets to be used solely and exclusively to store documents related to MSD activities.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each of the parties, the County and the MSD agree as follows:

Term and Renewal. The term of this Lease Agreement shall be for three (3) years beginning on April 1, 2020 (Effective Date) and expiring on March 31, 2023 (Expiration Date). Upon expiration of the term and mutual consent by the parties, this Lease Agreement may be renewed for up to two (2) additional terms (Renewed Term). Each Renewed Term shall be for a period of three (3) years, not to extend beyond March 31, 2029. In the event that the MSD seeks renewal of this Lease Agreement, the MSD shall provide written notice to the County by no later than ninety (90) days prior to the expiration of the then current term. It is expressly understood by the parties that any renewal of this Lease Agreement may result in an increased Rental Fee. It is further expressly understood by the parties that, while this Lease Agreement may be renewed as provided herein, the County is under no obligation to extend the term.

Termination. This Lease Agreement may be terminated by either the County or the MSD upon no less than ninety (90) days prior notice, unless the parties mutually consent otherwise. Such notice shall be: (1) in writing; (2) include the effective date of termination; and (3) the date that the MSD will vacate the Premises.

Surrender of the Premises. Upon expiration or termination of this Lease Agreement, the MSD shall remove all stored documents and peaceably surrender the Premises to the County.

Rental Fee. The MSD shall pay rent annually to the County in the amount of one thousand five hundred dollars (\$1,500). Such payment shall be due on or before April 1 of each year of the effective term or any Renewed Term of this Lease Agreement.

Access. The MSD shall have access to the Premises during normal business hours as established by the St. Johns County Tax Collector (Tax Collector).

Meetings. Subject to prior approval by the Tax Collector, the MSD may have use of conference rooms to conduct meetings at the Premises.

Notice. All notices, requests, or other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed to the following addresses:

If to the County: St. Johns County, Florida
Real Estate Department
500 San Sebastian View
St. Augustine, FL 32084

If to the MSD: Municipal Service District of Ponte Vedra Beach
Post Office Box 1323
Ponte Vedra Beach, FL 32004

Assignment. The MSD shall not assign, transfer, and/or sell any of its privileges noted in, or associated with this Lease Agreement. Any attempts by the MSD to assign, transfer, and/or sell any of the privileges noted or associated with this Agreement shall result in automatic revocation of this Lease Agreement with no further action required by the County.

Hold Harmless/Indemnification. To the extent permissible by law, the MSD agrees to indemnify, defend and hold the County and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the MSD's use of the Premises as described herein. It is the intention of the MSD that the County and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to any employee or third party while on the Premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property. The MSD expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with use of the Premises as provided in this this Lease Agreement.

The MSD assumes responsibility for any and all claims for personal injury damages arising out of its use of the Premises. The County shall not be liable for any losses, injuries, deaths or damages to persons or property, which at any time may be suffered or sustained by the MSD or by any person whosoever may be using or occupying or visiting the Premises, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the MSD or of any occupant, subtenant, visitor or user of any portion of the Premises. The indemnity provisions of this section shall survive the termination of this Lease Agreement. This provision relating to Indemnity, is separate and apart from, and is in no way limited by, any insurance provided by the MSD, pursuant to this Lease, or otherwise. Nothing contained herein shall be deemed or construed as a waiver of the County's sovereign immunity or liability limits as provided in section 768.28, Florida Statutes.

Amendments. Any amendments, modifications, or revisions of this Lease Agreement shall be in writing, and executed by a duly authorized representative of each party hereto.

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

Execution in Counterparts. This Lease Agreement 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.

Effect of Failure to Insist on Strict Compliance. The failure of either party to insist upon strict performance of any provision of this Lease Agreement shall not be construed as a waiver of such provision on any subsequent occasion.

Choice of Law and Venue. This Lease Agreement shall be construed according to the laws of the State of Florida. Venue for any legal or administrative action arising under this Lease Agreement shall lie exclusively in St. Johns County, Florida.

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

**MUNICIPAL SERVICE DISTRICT
OF PONTE VEDRA BEACH**

Witness: Ann Jurkovich
Print: Ann Jurkovich

Witness: John Cellucci
Print: JOHN CELLUCCI

By: [Signature]
Print: BRAD WESTER
Title: MSD CHAIRMAN

**ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida**

Witness: _____
Print: _____

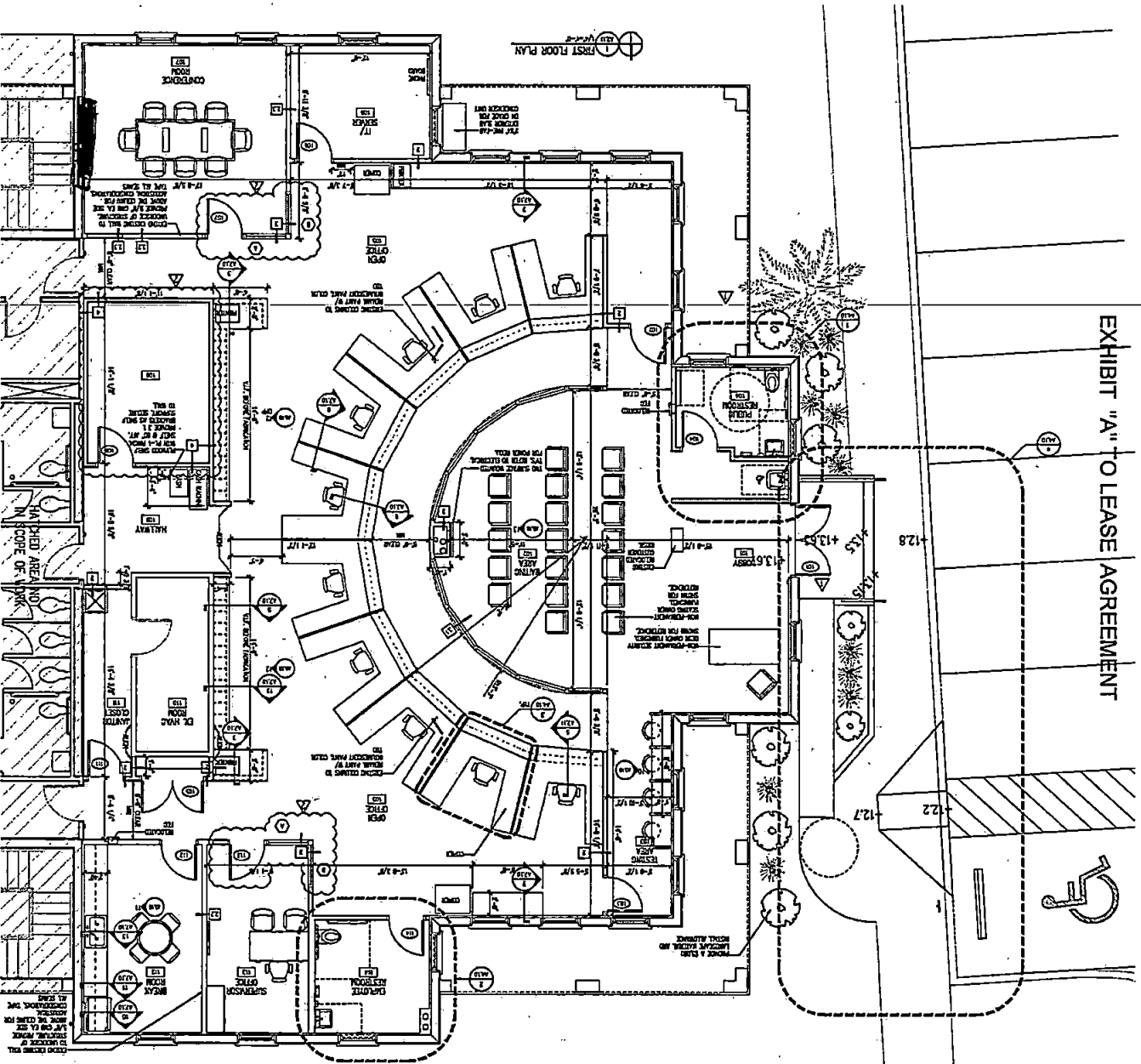
Witness: _____
Print: _____

By: _____
Hunter S. Conrad
County Administrator

Legal Review

By: _____
Deputy County Attorney

EXHIBIT "A" TO LEASE AGREEMENT



WALL SCHEDULE

#	DESCRIPTION
1	1/2" GYP S&B AT 5/8" PARTS ONE OR TWO AND 1/2" OF CENTER OF FINISHES TO BE REMOVED. EXISTING MATERIAL TO REMAIN IN PLACE TO BE REFINISHED TO MATCH ADJACENT WALLS.
2	3/4" GYP S&B @ 1/2" GYP S&B ON EXTERIOR SIDE OF PARTITION WALLS. PARTITION WALLS TO BE REMOVED TO EXPOSE EXISTING CONCRETE WALLS TO BE REFINISHED TO MATCH ADJACENT WALLS.
2.1	ONE OF THE 2 COPIES WILL BE USED TO CONSTRUCT THE PARTITION WALLS.
2.2	CONCRETE WALL @ 1/2" GYP S&B AT 5/8" PARTS ONE OR TWO AND 1/2" OF CENTER OF FINISHES TO BE REMOVED. EXISTING MATERIAL TO REMAIN IN PLACE TO BE REFINISHED TO MATCH ADJACENT WALLS.
2.3	ONE OF THE 2 COPIES WILL BE USED TO CONSTRUCT THE PARTITION WALLS.
3	REMOVE EXISTING PARTITION WALLS TO EXPOSE EXISTING CONCRETE WALLS TO BE REFINISHED TO MATCH ADJACENT WALLS.
4	REMOVE EXISTING PARTITION WALLS TO EXPOSE EXISTING CONCRETE WALLS TO BE REFINISHED TO MATCH ADJACENT WALLS.

PROJECT SET

A2.11

PROJECT NO. 2018-13

FIRST FLOOR PLAN

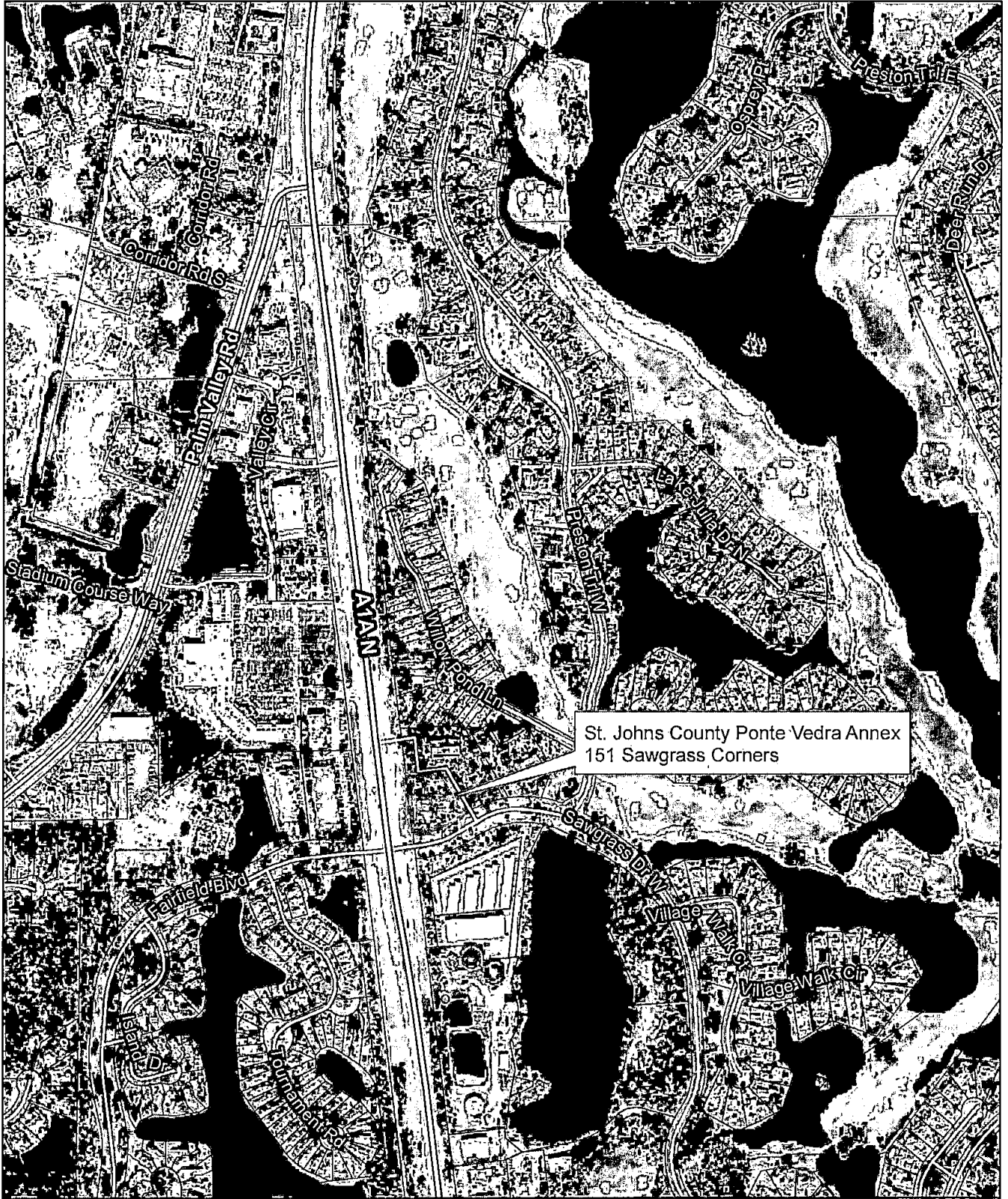
DATE: 08/27/16

NO.	REVISIONS
1	ISSUED FOR PERMITS
2	ISSUED FOR PERMITS
3	ISSUED FOR PERMITS
4	ISSUED FOR PERMITS
5	ISSUED FOR PERMITS
6	ISSUED FOR PERMITS
7	ISSUED FOR PERMITS
8	ISSUED FOR PERMITS
9	ISSUED FOR PERMITS
10	ISSUED FOR PERMITS
11	ISSUED FOR PERMITS
12	ISSUED FOR PERMITS

ST. JOHNS COUNTY
TAX COLLECTORS
OFFICE RENOVATION
 151 SAWGRASS CORNERS DR.
 PALM BEACH GARDENS, FL 33410

FISHER KOPPENHAFER
 ARCHITECTURAL INTERIOR DESIGN

1515 OCEAN DR. SUITE 100
 PALM BEACH GARDENS, FL 33410
 TEL: 561-850-1000
 WWW.FKID.COM



St. Johns County Ponte Vedra Annex
151 Sawgrass Corners



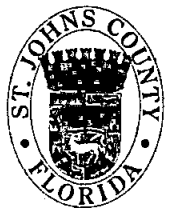
2016 Aerial Imagery
0 150 300
Feet
March 10, 2020

Lease Agreement

*Municipal Service District
of Ponte Vedra Beach*

Land Management
Systems
Real Estate
Division
(904) 209-0764

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
The St. Johns County Real Estate
Division disclaims all responsibility
for the accuracy or completeness
of the data shown herein.



THE ST. AUGUSTINE RECORD
Affidavit of Publication

SJC GROWTH MANAGEMENT
4040 LEWIS SPEEDWAY

SAINT AUGUSTINE, FL 32084

ACCT: 15628
AD# 0003248845-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

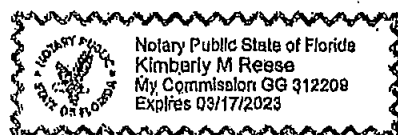
STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF HEARING in the matter of LMA 2019-005 CRRB was published in said newspaper on 01/06/2020.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this JAN 06 2020
by [Signature] who is personally known to me
or who has produced as identification

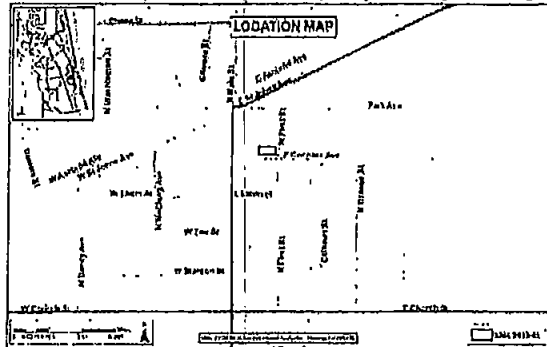
[Signature: Kimberly M Reese]
(Signature of Notary Public)



NOTICE OF A PROPOSED ST. JOHNS COUNTY LANDMARK

NOTICE IS HERBY GIVEN that a public hearing will be held on Monday, February 3, 2020, at 8:30 PM by the St. Johns County Cultural Resources Review Board in the County Administration Building, Executive Board Room, 600 San Sebastian View St. Augustine, Florida 32084, and on Tuesday, April 7, 2020, at 9:00 AM by the St. Johns County Board of County Commissioners in the County Auditorium, 500 San Sebastian View, St. Augustine, Florida 32084, to consider a request for a proposed County Landmark designation.

The subject property is located at 107 E Cochran Avenue, St. Johns County, Florida (See attached map - Exhibit A). This file is maintained in the Historic Resources Management Section, Growth Management Department, 4040 Lewis Speedway, St. Augustine, Florida, and may be examined by interested parties prior to said public hearing.



Interested parties may appear at the meeting and be heard in respect to the proposed request.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the County's ADA Coordinator at (904) 209-0660 or at the County Administration Building, 600 San Sebastian View, St. Augustine, Florida, 32084. For hearing impaired individuals, call Florida Relay Service at 1 800 955 8770, no later than 5 days prior to the date of this meeting.

If a person decides to appeal any decision made with respect to any matter considered at the meeting or hearing, he or she will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which appeal is to be based.

This matter is subject to court imposed quasi-judicial rules of procedure. It is anticipated that one (1) or more County Commissioners may attend this meeting. Interested parties should limit contact with the Board of County Commissioners or the Cultural Resources Review Board members on this topic, except in compliance with Resolution 95-126, to properly noticed public hearings or in written communication care of St. Johns County Growth Management Department, 4040 Lewis Speedway, St. Augustine, Florida, 32084.

ST. JOHNS COUNTY, FLORIDA
BY: CULTURAL RESOURCES REVIEW BOARD,
EMILY JANE MURRY (CHAIR)

0003248845 January 6, 2020

SCANNED