

RESOLUTION NO. 2023- 342

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 SECOND AMENDMENT TO LEASE AGREEMENT WITH HOME AGAIN ST. JOHNS, INC. FOR TEMPORARY USE OF A PORTION OF COUNTY-OWNED PROPERTY LOCATED OFF SOUTH HOLMES BOULEVARD.

RECITALS

WHEREAS, Home Again St. Johns, Inc. entered into a Lease Agreement and a First Amendment to Lease Agreement with St. Johns County for a portion of County-owned property located off South Holmes Boulevard to provide assistance to disadvantaged and indigent members of the local community including providing shower and laundry services, meal programs, and other related services; and

WHEREAS, Home Again St. Johns, Inc. has acquired property on State Road 16 between Lewis Speedway and Masters Drive for their new permanent facility. Construction is anticipated to take approximately a year; and

WHEREAS, Home Again St. Johns, Inc. has expressed an interest in extending the Lease Agreement for an additional year to allow time to construct their new facility and has submitted a Second Amendment to Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the public to enter into this Amendment allowing Home Again St. Johns, Inc. to continue providing essential services in this location to the individuals, families, and veterans experiencing homelessness in our community.

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.

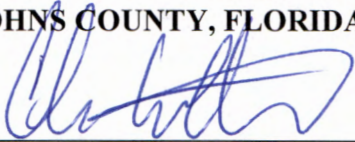
Section 2. The Board of County Commissioners hereby approves the terms of the Second Amendment to Lease Agreement and authorizes the County Administrator, or designee, to execute said Agreement.

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 Second Amendment to 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 19th day of September, 2023.

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

BY: 
Christian Whitehurst, Chair

Rendition Date SEP 21 2023

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

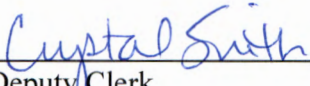

Deputy Clerk



EXHIBIT "A" TO RESOLUITON

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT, is made this _____ day of _____, 2023, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as "Landlord", and **HOME AGAIN ST. JOHNS, INC.**, a not-for-profit corporation authorized to conduct business in the State of Florida, whose primary address is 285 S. Holmes Blvd., St. Augustine, FL 32084, hereinafter referred to as "Tenant".

IN CONSIDERATION of the respective covenants and agreement of the parties contained herein, Landlord does hereby temporarily lease to Tenant the Premises shown on Exhibit A, attached hereto and incorporated by reference and made a part hereof, to provide assistance to disadvantaged and indigent members of the local population pursuant to the terms and conditions set forth below:

The Lease Agreement dated December 21, 2021, and First Amendment to Lease Agreement dated October 7, 2022, Section 1.04: Scheduled Lease Term, is amended to extend the lease term for one (1) year beginning October 15, 2023 and shall terminate on October 14, 2024.

All other terms, conditions, and provisions of the original Lease Agreement shall remain in full force and effect.

[Signature Page Below]

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

Tenant:
HOME AGAIN ST. JOHNS, INC.

Witness: [Signature]

Print Name: MARK COSE-DOVE

Witness: [Signature]

Print Name: John Algora

By: [Signature]

Print Name: MICHAEL A. DAVIS

Title: VICE PRESIDENT

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

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

By: _____

Joy Andrews
Its Interim County Administrator

Legal Review

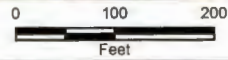
By: _____

Senior Assistant County Attorney



DISCLAIMER:

This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.



Photography Date: 2/2021
Date Prepared: 10/18/2021

Home Again St. Johns, Inc.



Project: j19120