

RESOLUTION NO. 2005-353

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

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

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

WHEREAS, the Economic Development Agency prepared a written report and presented same to the Board of County Commissioners on October 4, 2005; **and**

WHEREAS, the Board of County Commissioners approved the incentive calculation for \$135,863 and directed the County Attorney's office to prepare a contract; **and**

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

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

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

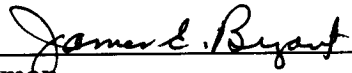
Section 2. The Board of County Commissioners of St. Johns County, Florida (Board) approve the Economic Development Agency Agreement with Burkhardt Distributing Company, Inc.

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


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

ATTEST:

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



Chairman



Clerk

REVISION DATE 11/17/2005



**ECONOMIC DEVELOPMENT
GRANT AGREEMENT**

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT (“Agreement”) dated this 11th day of November, 2005, between **St. Johns County (“County”)**, a political subdivision of the State of Florida, located at 4020 Lewis Speedway, St. Augustine, Florida 32084, and **Burkhardt Distributing Company, Inc. d/b/a Burkhardt Sales and Service of St. Augustine, (“Burkhardt”)**, a Florida corporation, currently located at 3935 Inman Road, St. Augustine, Florida 32084.

RECITALS

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

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

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

WHEREAS, **Burkhardt**, on September 7, 2005 submitted to the County an Application for an Economic Development Grant under the criteria set forth in **County Ordinance 2005-56**; and

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

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

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

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

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

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

Section 1. Findings.

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

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

The details and/or parameters of **Burkhardt's** Project are contained in **Burkhardt's** Submitted Application for an Economic Development Grant which was submitted to the **County** on September 7, 2005, and which is attached hereto, and incorporated herein, as **Exhibit A**.

Section 3. Expedited Processing of Permitting.

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

Section 4. Duration of Agreement.

The duration of this **Agreement** runs from November 15, 2005, through, and including, September 30, 2011.

Section 5. Agreement May Not Be Assigned.

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

Section 6. Severability.

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

Section 7. Definitions.

- a) *Board* means the Board of County Commissioners of St. Johns County, Florida.
- b) *County* means St. Johns County, a political subdivision of the State of Florida.
- c) *County Administrator* means the County Administrator of St. Johns County, and/or designees of the County Administrator.
- d) *County Ordinance 2005-56* means St. Johns County Ordinance 2005-56, as amended, which, among other things, adopted and implemented a County Business Incentive Program, created a Public Economic Development Agency, and authorized expenditure of County Funds for Economic Development Grants.

e) *Full-time Equivalent Jobs* means Full-time equivalent terms, as such terms are consistent with terms used by the Florida Department of Labor and Security, and the United States Department of Labor for purposes of unemployment compensation tax administration and employment estimation, resulting directly from a Project in the **County**, This number shall not include temporary construction jobs involved in the construction of facilities for the Project or any jobs which have been previously been included in any application for tax refunds under Sections 288.1045, or 288.106, Florida Statutes.

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

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

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

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

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

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

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

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

Consistent with **Burkhardt's** Application for a **County** Economic Development Grant, **Burkhardt** estimates that it will commence the Project during November 2005, and complete the Project on, or before, May 31, 2006. As a result, the new Full-Time Equivalent Jobs that **Burkhardt** will provide in the **County** as a result of the Project should be activated no later than September 30, 2006.

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

A) Under the formula set forth in **County Ordinance 2005-56**, and the terms and provisions noted in this **Agreement**, the maximum amount that **Burkhardt** is eligible to receive through one or more Grant Payments from the **County** is \$135,863.00 (one hundred thirty-five thousand, eight hundred sixty-three dollars).

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

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

A) Consistent with **County Ordinance 2005-56**, and consistent with, and contingent to, the terms and provisions noted in this **Agreement**, **Burkhardt** shall receive from the **County** a Grant Payment in the amount of \$68,815.00 (sixty-eight thousand, eight hundred fifteen dollars) in **County Fiscal Year 2006** (10/01/05 through 9/30/06). Consistent with **County Ordinance 2005-56**, and consistent with, and contingent to, the terms and provisions noted in this **Agreement**, **Burkhardt** shall receive from the **County** up to \$11,955.00 (eleven thousand, nine hundred fifty-five dollars) in each of the other **County Fiscal Years** that **Burkhardt** is eligible for a Grant Payment. It is expressly understood that **Burkhardt** is not eligible or entitled to any Grant Payment until after it has paid all applicable **County** fees and/or taxes associated with **Burkhardt's** Project. Such **County** fees and/or taxes include, but are not limited to: 1) Impact Fees; 2) Water Unit Connection Fees; 3) Sewer Unit Connection Fees; 4) Ad valorem taxes; and 5) Tangible Personal Property Taxes.

B) In no case shall **Burkhardt** receive a total Grant Payment that exceeds \$135,863.00 (one hundred thirty-five thousand, eight hundred sixty-three dollars) in either of the eligible **County Fiscal Years**, or an individual Grant Payment that exceeds \$68,815.00 (sixty-eight thousand, eight hundred fifteen dollars) in any of the eligible **County Fiscal Years**, unless agreed to by the parties, and permitted under the terms and conditions of both **County Ordinance 2005-56**, and this **Agreement**, as both may be amended from time-to-time. In any of the preceding cases, the **County** and **Burkhardt** would have to enter into a duly executed and authorized Amendment to this **Agreement**, as noted elsewhere in this **Agreement**.

Section 13. Total Amount of County Impact Fees that Burkhardt Will Have Paid Prior to Apply for, and Receiving, a Grant Payment for County Fiscal Year 2006.

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

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

For County Fiscal Year 2006 (10/01/05 through 9/30/06), and prior to the issuance of any County Grant Payment, Burkhardt will have paid to the County, an amount totaling \$4,000.00 (four thousand dollars) in County Water Unit Connection Fees. It is expressly understood that such County Water Unit Connection Fees will have been paid prior to Burkhardt applying for, and/or receiving, a Grant Payment for County Fiscal Year 2006.

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

For County Fiscal Year 2006 (10/01/05 through 9/30/06), and prior to the issuance of any County Grant Payment, Burkhardt will have paid to the County, an amount totaling \$5,000.00 (five thousand dollars) in County Sewer Unit Connection Fees. It is expressly understood that such County Sewer Unit Connection Fees will have been paid prior to Burkhardt applying for, and/or receiving, a Grant Payment for County Fiscal Year 2006.

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

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

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

For **County Fiscal Year 2010** (10/01/09 through 9/30/10), and prior to the issuance of any **County Grant Payment**, **Burkhardt** will have paid to the **County**, an amount totaling \$15,776.00 (fifteen thousand, seven hundred seventy-six dollars) in **County Ad Valorem Taxes**. It is expressly understood that such **County Ad Valorem Taxes** will have been paid prior to applying, and/or receiving a Grant Payment for **County Fiscal Year 2010**.

For **County Fiscal Year 2011** (10/01/10 through 9/30/11), and prior to the issuance of any **County Grant Payment**, **Burkhardt** will have paid to the **County**, an amount totaling \$15,776.00 (fifteen thousand, seven hundred seventy-six dollars) in **County Ad Valorem Taxes**. It is expressly understood that such **County Ad Valorem Taxes** will have been paid prior to applying for, and/or receiving a Grant Payment for **County Fiscal Year 2011**.

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

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

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

For **County Fiscal Year 2010** (10/01/09 through 9/30/10), and prior to the issuance of any **County Grant Payment**, **Burkhardt** will have paid to the **County**, an amount totaling \$986.00 (nine hundred eighty-six dollars) in **County Tangible Personal Property Taxes**. It is expressly understood that such **County Tangible Personal Property Taxes** will have been paid prior to **Burkhardt** applying for, and/or receiving a Grant Payment for **County Fiscal Year 2010**.

For **County Fiscal Year 2011** (10/01/10 through 9/30/11), and prior to the issuance of any **County Grant Payment**, **Burkhardt** will have paid to the **County**, and amount totaling \$986.00 (nine hundred eighty-six dollars) in **County Tangible Personal Property Taxes**. It is expressly understood that such **County Tangible Personal Property Taxes** will have been paid prior to **Burkhardt** applying for, and/or receiving a **Grant Payment** for **County Fiscal Year 2011**.

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

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

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

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

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

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

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

Maintain at least seventy (70) Full-time Equivalent Jobs within the **County** for each day, of each year, that **Burkhardt** seeks a **Grant Payment**;

Maintain an annual average wage rate of at least \$40,000.00 (forty thousand dollars) for each year that **Burkhardt** seeks a **Grant Payment**.

B) Should the **Board** determine that **Burkhardt** is in non-compliance with any of the above-noted performance conditions, then the **County Administrator**, on behalf of the **County**, shall promptly notify (and in any event, no later than thirty (30) days after the **Board** makes such a determination of non-compliance) **Burkhardt** of such non-compliance. Thereafter, from the date of notification, **Burkhardt** will have an additional thirty (30) days in which to submit written information that documents **Burkhardt** compliance with the above-noted performance conditions, or documents that **Burkhardt** has taken such corrective action necessary in order to once again comply with the above-noted performance conditions. Should **Burkhardt** remain in non-compliance thirty (30) days after notification from the **County Administrator**, then this **Agreement** may be terminated in the manner set forth elsewhere in this **Agreement**.

Section 21. Conditions Associated With Grant Payment to Burkhardt.

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

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

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

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

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

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

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

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

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

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

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

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

Section 23. Required Notice Concerning Grant Payment to Burkhardt.

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

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

Section 24. Furnishing Notices to County and Burkhardt.

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

County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

With a copy to Attorney for Public Agency:

County Attorney
4020 Lewis Speedway
St. Augustine, Florida 32084

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

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

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

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

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

Section 26. Amendments to this Agreement.

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

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

Section 27. Termination of Agreement.

- A) This **Agreement** is automatically terminated should **Burkhardt** fail to abide by, or comply with any term, condition, provision, or requirement of this **Agreement**, for which adherence or compliance is mandated (either under **County Ordinance 2005-56**, or this **Agreement**), and the consequence of failure is automatic termination.
- B) This **Agreement** may be terminated by the **County** should the **Board** determine that **Burkhardt** is not in compliance with any term, condition, provision, or requirement of this **Agreement** that is necessary for **Burkhardt** maintaining its eligibility for a Grant Payment for any year that this **Agreement** is in effect.
- C) Except in the case of an automatic termination, the **County Administrator** shall provide thirty (30) days written notification to **Burkhardt** of the **County's** intent to terminate this **Agreement**.
- D) Except in the case of an automatic termination, termination of this **Agreement** shall occur thirty (30) days from the date of written notification from the **County Administrator** to **Burkhardt** of the **County's** intent to terminate this **Agreement**.
- E) In an automatic termination (other than an automatic termination precipitated under Section 5 of this **Agreement**), a termination with cause, or for other reasons, the **County Administrator's** written notification to **Burkhardt** of the **County's** intent to terminate this **Agreement** should include the reason or reasons that led the **County** to terminate this **Agreement**.

Section 28. Governing Law/Venue.

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

11th IN WITNESS WHEREOF, the parties have set their hands and seals as of the day of November, 2005.

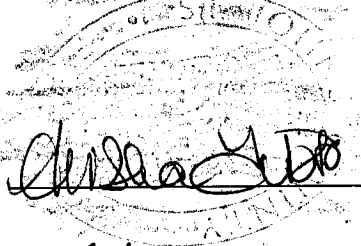
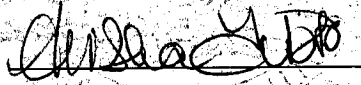
**ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

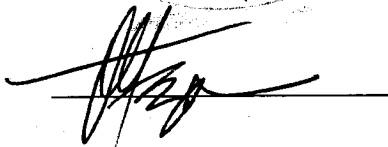
BY: 
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

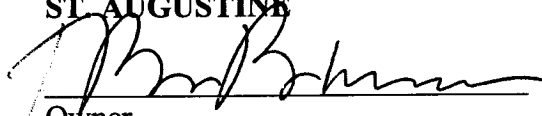
BY: 
Deputy Clerk

WITNESS AS TO:



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


Owner

T. Brookes Burkhardt, President