

RESOLUTION NO. 2017 - 288

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AMENDED ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH ANSBACHER LAW P.A., ON BEHALF OF ST. JOHNS COUNTY; PROVIDING FOR THE EFFECT OF RECITALS; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the County and Ansbacher Law, P.A., (Ansbacher) entered into an Economic Development Grant Agreement (the Agreement) on July 9, 2015, providing economic development incentives to construct a new 10,800 square-foot office building at 1650 US 1 South in St. Augustine, Florida to expand its law firm and create 10-13 new jobs at an average wage of \$60,385, (the Project); and

WHEREAS, the Agreement provided for two (2) years of the general county portion of ad valorem taxes on real property improvements and new tangible personal property taxes paid associated with the Project for a maximum possible incentive of \$24,363, with eligibility for the first grant payment in 2018; and

WHEREAS, the duration of the Agreement runs from July 9, 2015, through September 30, 2019, with Ansbacher being required to complete the Project no later than April, 2017; and

WHEREAS, due to delays in the construction of the Project related to building design changes requiring a restart of the permit process through the city of St. Augustine, as well as subsequent delays associated with Hurricane Matthew; Ansbacher did not complete the project as of April, 2017, making them ineligible for the first scheduled grant payment in fiscal year 2018, as set forth in Section 13 of the Agreement; and

WHEREAS, Ansbacher submitted a written request to the County seeking to amend the Agreement providing for an extension to accommodate a move-in date for the Project on or before May 31, 2019; and

WHEREAS, it is anticipated that accommodating this request would extend the duration of the Agreement until September 30, 2022; and

WHEREAS, based upon review and consideration of said request, executing the First Amendment to the Agreement to extend the duration of the Agreement until September 30, 2022, serves the collective interests of both the County and Ansbacher.

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

SECTION 1. Incorporation of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Resolution and are hereby adopted as findings of fact.

SECTION 2. Authorization to Execute.

The County Administrator, or his designee, is hereby authorized to execute an agreement substantially in the same form as the attached First Amended Economic Development Grant Agreement on behalf of the County for the purposes mentioned above.

SECTION 3. Correction of Errors.

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, this Resolution may be revised without subsequent approval of the Board of County Commissioners.

SECTION 4. Effective Date.

This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 5th day of September 2017.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: _____

James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 9/7/17

By: _____

Pam Halterman
Deputy Clerk



ANSBACHER LAW

REAL ESTATE · CONSTRUCTION · PERSONAL INJURY
CONDOMINIUMS · HOMEOWNER ASSOCIATIONS

3529 U.S. Highway 17
Fleming Island, FL 32003
904.385.3444

8818 Goodlys Executive Drive
Suite 100
Jacksonville, FL 32217
904.737.4600

1100 South Ponce de Leon Boulevard
Suite 3A
St. Augustine, FL 32084
904.429.4833

389 Palm Coast Parkway SW, Suite 4
Palm Coast, FL 32137
386.524.4327
by appointment only

July 11, 2017

VIA EMAIL: mglasgow@sjcfl.us

Melissa S. Glasgow
Director of Economic Development
Office of the County Administrator
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

Re: Ansbacher Law - 1650 U.S. Hwy 1 South, St. Augustine, FL 32084
St. Johns County Economic Development Incentive Application dated 4/20/2015


Dear Ms. Glasgow:

This letter serves to follow up on our discussions this Spring regarding the progress and unanticipated delays our firm has encountered with regard to the construction of our new building to be located at 1650 U.S. Hwy 1 S., St. Augustine, FL 32084. As we discussed, we had some building design changes that required us to restart the permit process. Once we went back for permits we then encountered delays at the City of St. Augustine, including some associated with Hurricane Matthew. We are now back on track and are scheduled to break ground this Fall (2017) with a construction completion date of Spring 2019. For the time being, our firm is still leasing space just down the road from our building site and we were required to sign a lease until May 2019 in order to keep our location.

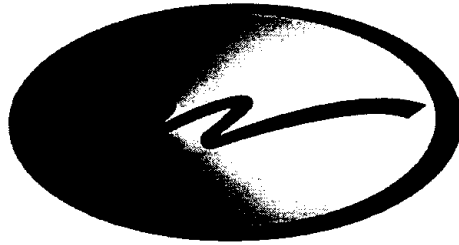
Accordingly, we are requesting an amendment to the Economic Development Grant Agreement by and between St. Johns County, Florida and Ansbacher Law, P.A. dated July 9, 2015, adopted by SJC Resolution 2015-178, to allow for an extension of all dates in our application such that our move in date will be anticipated to be on or before May 2019. More specifically, we are requesting an amendment to Section 10(b) to provide for the completion of construction by May 2019.

Please feel free to contact me if you or the Board has any questions regarding our request.

Sincerely,


Christene M. Ertl
Attorney at Law

CME/cbm
Enclosure



April 28, 2017

Re: Ansbacher Law Office
1650 US 1, St. Augustine, FL 32084
Permitting Status
MDG # 13116

To Whom It May Concern:

This letter is to provide a status update on the permitting and construction of the commercial office building that will be constructed at 1650 US Highway 1 in St. Augustine, Florida.

It was the developer's intent to begin construction earlier than what is now anticipated, but that has been delayed due to various circumstances. Permit approval with the City of St Augustine was delayed due to Hurricane Matthew and the impacts it had to the City infrastructure. The City's priorities shifted to repairing any damages to public roadways and utilities after the hurricane had passed. Once the City was able to return to reviewing the plans, the approval for the site was issued in November 2016. At this point permitting could begin with FDEP on the utility connections. These permits were acquired by February of 2017. It was at this point that the FDOT requested Access and Drainage permit applications for the site. These permits were not anticipated as there was already access from US 1 to the site. The plans and applications were submitted to FDOT and those permits were acquired late March of 2017.

Now that all permits are in hand, the project is moving forward. Once a contractor is selected and a preconstruction meeting is held with the City, construction will begin. It is anticipated that the project's construction will be completed no later than April 2019.

If you have any comments or questions, please do not hesitate to give me a call.

Sincerely yours,
MATTHEWS DESIGN GROUP, INC.

Chris Buttermore, P.E.
Project Manager

CLB/ef
13116

**FIRST AMENDED ECONOMIC DEVELOPMENT
GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND
ANSBACHER LAW, P.A.**

THIS FIRST AMENDMENT (First Amendment) to the Economic Development Grant Agreement (Agreement) approved by Resolution 2015-178, and executed July 9, 2015, by and between St. Johns County, Florida (the County), a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida, 32084 and **Ansbacher Law, P.A.** (Ansbacher), a Florida corporation, whose primary place of business is located **8818 Goodbys Executive Drive, Suite 100, Jacksonville, Florida 32217.**

RECITALS

WHEREAS, the County and Ansbacher entered into the Agreement on July 9, 2015; and

WHEREAS, the duration of the Agreement is from July 9, 2015, through and including September 30, 2019; and

WHEREAS, due to delays in construction of the project related to building design changes requiring a restart of the permit process through the city of St. Augustine, as well as subsequent delays associated with Hurricane Matthew; Ansbacher did not complete the project as of April, 2017, making them ineligible for the first scheduled grant payment in fiscal year 2018, as set forth in Section 13 of the Agreement; and

WHEREAS, Ansbacher submitted a written request to the County seeking to amend the Agreement providing for an extension to accommodate a move-in date on or before May 31, 2019; and

WHEREAS, based upon review and consideration of said request, executing the First Amendment to the Agreement to extend the duration of the Agreement until September 30, 2022, serves the collective interests of both the County and Ansbacher.

NOW THEREFORE, the County and Ansbacher (the Parties), in consideration of, the mutual covenants and conditions set forth below, agree to amend the Agreement as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of the Agreement, and such Recitals shall be adopted as findings of fact.

Section 2. Project Details.

Section 2 of the Agreement shall be amended to include an updated Exhibit B - New Job Phasing Schedule through 2021, a copy of which is attached to this First Amended Agreement and incorporated into this agreement by reference.

Section 3. Duration.

Section 3 of the Agreement shall be amended to extend the duration of the Agreement until September 30, 2022.

Section 4. Total Number of New Full-time Equivalent Jobs.

Section 5 (a) of the Agreement shall be amended to extend the date by which the new full-time equivalent jobs are to be created until December 31, 2021, at the latest, as defined in the updated Exhibit B - New Job Phasing Schedule incorporated into this First Amended Agreement by reference.

Section 5. Conditions of Compliance; Consequence for Failure to Comply.

Section 10 (b) of the Agreement shall be amended to extend the date for completion of the project and occupancy of the building until May 31, 2019, at the latest.

Section 6. Adjusted Eligible County Fiscal Years Under this Agreement.

Section 13 (a) of the Agreement shall be amended in its entirety as follows:

**Section 13. Total Amount of County Economic Development Grant;
Recalculation of Total Amount Permitted.**

(a) Ansbacher shall be eligible to receive grant payments under this agreement in the following fiscal years:

- (1) 2021
- (2) 2022

Section 7. Severability.

If any part or application of this Amendment is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part shall be severable and the remainder of the agreement shall remain in full force and effect.

Section 8. Effect of Agreement Amendment.

With the exception of the amendments and revisions noted in this First Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hand and seals as of the _____
day of _____, 2017.

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

By: _____
County Administrator

Legal Review by:

By: _____
Assistant County Attorney

ATTEST: HUNTER S. CONRAD, CLERK

By: _____

ANSBACHER LAW, P.A.

By: _____

WITNESS AS TO:

By: _____

Print: _____

ANSBACHER LAW

REAL ESTATE · CONSTRUCTION · PERSONAL INJURY
CONDOMINIUMS · HOMEOWNER ASSOCIATIONS

3529 U.S. Highway 17
Fleming Island, FL 32033
904.385.3444

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1100 South Ponce de Leon Boulevard
Suite 3A
St. Augustine, FL 32084
904.429.4833

389 Palm Coast Parkway SW, Suite 4
Palm Coast, FL 32137
386.524.4327
by appointment only

EXHIBIT B

Ansbacher Law, P.A.

NEW JOB PHASING THROUGH 2021

4th Quarter ending 2019 (ending December 31)	6 New Jobs
4th Quarter ending 2020 (ending December 31)	2-4 New Jobs
4th Quarter ending 2021 (ending December 31)	2-3 New Jobs

Res 2015-178

ECONOMIC DEVELOPMENT GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT is entered into between **ST. JOHNS COUNTY, FLORIDA** (the County), a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida, 32084 and **Ansbacher Law, P.A.**, a company authorized to do business in the state of Florida, whose primary place of business is located at 8818 Goodbys Executive Drive, Suite 100, Jacksonville, Florida 32217, this 9th day of July, 2015.

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, Section 125.045, Florida Statutes, expressly notes that such section of the Florida Statutes, "must be liberally construed in order to effectively carry out the purposes of this section" of the Florida Statutes; and

WHEREAS, consistent with Section 125.045, Florida Statutes, St. Johns County, pursuant to Ordinance 2014-30, adopted and implemented a St. Johns County Business Incentive Program, for the purpose of providing economic development grants for private enterprises which meet the criteria established under the ordinance; and

WHEREAS, **Ansbacher Law, P.A.** received a favorable recommendation for award of an Economic Development Grant by the Board of County Commissioners; and

WHEREAS, **Ansbacher Law, P.A.** anticipates creating 10-13 new jobs at an average wage of \$60,385;

WHEREAS, **Ansbacher Law, P.A.** is constructing a building totaling approximately 10,800 square feet at 1650 US 1 South in St. Augustine, within St. Johns County, Florida to serve as its St. Augustine law office; and

WHEREAS, in accordance with Ordinance 2014-30, **Ansbacher Law, P.A.** submitted an application to the County for the award of an Economic Development Grant, seeking incentives to reimburse the general county portion of ad valorem taxes on capital improvements and new tangible personal property for two (2) years associated with the project; and

WHEREAS, in accordance with Ordinance 2014-30, the St. Johns County Economic Development Agency (Agency) has reviewed the application and issued a report evaluating the proposed enterprise.

NOW THEREFORE, the County and **Ansbacher Law, P.A.** (the Parties), in consideration of the terms set forth below, agree as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of this agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

Section 2. Project Details.

The Project shall be restricted to the specific details contained in **Ansbacher Law, P.A.**'s Application for Economic Development Grant, a copy of which is attached to this agreement as Exhibit A, and a New Job Phasing Schedule through 2018, a copy of which is attached to this agreement as Exhibit B, which is incorporated into this agreement by reference.

Section 3. Duration.

This agreement shall be effective from July 9, 2015, until September 30, 2019, or until the County submits the final payment of the County Economic Development Grant to **Ansbacher Law, P.A.**, whichever occurs first.

Section 4. Definitions.

Unless stated otherwise in this agreement, all terms that are defined in Ordinance 2014-30 shall have the same meaning as is set forth therein.

Section 5. Total Number of New Full-Time Equivalent Jobs.

(a) **Ansbacher Law, P.A.** represents that it will provide at least 10 new full-time equivalent jobs in St. Johns County as a result of the project, in addition to the 3 full-time jobs (as of June 1, 2015) existing in St. Johns County. The new full-time equivalent jobs are to be created by December 31, 2018, at the latest. Subsequent new full-time equivalent jobs anticipated to be created shall be defined in Exhibit B.

(b) **Ansbacher Law, P.A.**'s representation of the number of new full-time equivalent jobs that will be created by the project was a factor relied upon by the County with respect to entering into this agreement. Therefore, once **Ansbacher Law, P.A.** fulfills its

full-time equivalent jobs requirement as set forth in subsection (a) above, it shall be required to maintain at least that many full-time equivalent jobs in the County in order to maintain its eligibility to receive Economic Development Grant funds pursuant to this agreement.

Section 6. Average Wage of Full-Time Equivalent Jobs.

(a) **Ansbacher Law, P.A.** represents that it will provide wages at an average of at least \$60,385 in the aggregate for the new full-time equivalent jobs in St. Johns County as a result of the project.

(b) **Ansbacher Law, P.A.**'s representation of the average wage of the new full-time equivalent jobs was a factor relied upon by the County with respect to entering into this agreement. Therefore, once **Ansbacher Law, P.A.** fulfills its full-time equivalent jobs requirement as set forth in Section 5 of this agreement, the average wage of the new full-time equivalent jobs in the County shall be considered a condition associated with **Ansbacher Law, P.A.**'s eligibility to receive County Economic Development Grant funds.

Section 7. Payment of Fees and Taxes Prior to Claim Submission.

Prior to any submission of claim by **Ansbacher Law, P.A.** to the County for a County Economic Development Grant payment, **Ansbacher Law, P.A.** shall pay to the County a total amount equal to the general County portion of County ad valorem taxes for the project. It is expressly understood by the Parties that **Ansbacher Law, P.A.** shall pay the total amount of County ad valorem taxes as shown on **Ansbacher Law, P.A.**'s tax bill prior to **Ansbacher Law, P.A.** applying for, or receiving, any County Economic Development Grant payment in any eligible County Fiscal Year.

Section 8. Authority of the Board to Review Records.

(a) The agency reserves the right to review the applicable financial and personnel records of **Ansbacher Law, P.A.** relating to the capital investment and new full-time equivalent jobs contemplated under this agreement in order to determine the degree of **Ansbacher Law, P.A.**'s compliance with this agreement, as well as **Ansbacher Law, P.A.**'s compliance with the applicable provisions of Ordinance 2014-30, as may be amended from time to time.

(b) The agency shall maintain such financial and personnel records, data, information, correspondence and documents as confidential to the full extent permitted under Chapter 119, Florida Statutes consistent with the request of **Ansbacher Law, P.A.** for such purpose.

Section 9. Timely Filed Claims; Consequences for Failure to File Timely Claims.

(a) Economic Development Grant payments shall be made pursuant to the requirements set forth in the St. Johns County Business Incentives Ordinance, as may be amended from time to time.

(b) For each fiscal year in which **Ansbacher Law, P.A.** is eligible for an Economic Development Grant payment, **Ansbacher Law, P.A.** shall submit a claim to the County for such payment prior to the end of the fiscal year. Any claim made pursuant to this agreement shall comply with the requirements set forth in Ordinance 2014-30.

(c) If **Ansbacher Law, P.A.** fails to timely submit a claim to the County for an Economic Development Grant payment during any eligible fiscal year, then **Ansbacher Law, P.A.** shall waive its right to such payment for that particular fiscal year. Any such waiver shall not affect **Ansbacher Law, P.A.**'s right to seek Economic Development Grant payments in any other fiscal year.

(d) Upon written request by **Ansbacher Law, P.A.**, the Board may consider and approve an untimely claim for an Economic Development Grant payment. Such relief shall be granted no more than once during the term of this agreement. Nothing in this subsection shall create any obligation on the part of the Board to approve an untimely claim for an Economic Development Grant payment.

Section 10. Conditions of Compliance; Consequence for Failure to Comply.

(a) In order to remain eligible for County Economic Development Grant payments, **Ansbacher Law, P.A.** must abide by and comply with the provisions set forth in this agreement, any incorporated attachments or exhibits, any amendment to this agreement and any applicable provisions of Ordinance 2014-30.

(b) **Ansbacher Law, P.A.** shall complete construction of the project and occupy the building by April 2017.

(c) Should the Board determine that **Ansbacher Law, P.A.** has failed to comply with the conditions set forth in Sections 5, 6, or 10(b) of this agreement, the Board shall notify **Ansbacher Law, P.A.** of such non-compliance no later than 30 days after the Board makes such a determination. **Ansbacher Law, P.A.** shall have 30 days from the date of the Board's notification in which to submit to the County a written report that either sufficiently documents **Ansbacher Law, P.A.**'s compliance with the conditions set forth in the Board's notification or sufficiently sets forth all corrective action to be taken by **Ansbacher Law, P.A.** in order to come into compliance with the conditions set forth in Sections 5, 6, or 10(b) above.

(d) If **Ansbacher Law, P.A.** fails to sufficiently establish its compliance with the conditions set forth above within 30 days after notification of non-compliance, or fails to provide a plan to cure approved by the Board within such time, then the County may terminate this agreement without further notice to **Ansbacher Law, P.A.**, and the parties shall be released from any further obligations under this agreement.

Section 11. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.

(a) By executing this agreement, **Ansbacher Law, P.A.** represents that it has obtained all licenses and other authorizations to do business in the state of Florida and in St. Johns County. **Ansbacher Law, P.A.** acknowledges that obtaining such licenses and authorizations is a condition precedent to receiving any County Economic Development Grant Payment. Failure to maintain such licenses and authorizations shall result in **Ansbacher Law, P.A.** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

(b) By executing this agreement, **Ansbacher Law, P.A.** acknowledges that compliance with all terms of this agreement shall be a condition precedent to **Ansbacher Law, P.A.** receiving any County Economic Development Grant payment. Failure to comply with the terms of this agreement shall result in **Ansbacher Law, P.A.** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

Section 12. Notice Regarding Grant Payments to Ansbacher Law, P.A.

(a) **Ansbacher Law, P.A.** acknowledges that the County's payment of grant funds pursuant to this agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board. Pursuant to the requirements of Section 129.07, Florida Statutes, payments made under this agreement shall not exceed the amount appropriated in the County's budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board to appropriate funds for Economic Development Grants during any given fiscal year.

(b) If Economic Development Grant funds are unavailable in a particular fiscal year, **Ansbacher Law, P.A.** shall not receive additional grant payments in a succeeding fiscal year in order to make up for such unavailability unless the Board authorizes such payment by resolution. If the Board authorizes additional payments pursuant to this subsection, the County and **Ansbacher Law, P.A.** shall execute an amendment to this agreement, which shall incorporate the resolution authorizing the additional payments.

Section 13. Total Amount of County Economic Development Grant; Re-Calculation of Total Amount Permitted.

(a) **Ansbacher Law, P.A.** shall be eligible to receive grant payments under this agreement in the following fiscal years:

- (1) 2018
- (2) 2019

(b) Subject to the provisions of Ordinance 2014-30, the Business Incentive Program, and this agreement, the average grant payment to be paid in each fiscal year is approximately \$12,181. An economic development grant calculation sheet is attached to this agreement as Exhibit C and is incorporated into this agreement by reference.

(c) Notwithstanding the provisions of subsection (b) above, **Ansbacher Law, P.A.**'s eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Ordinance 2014-30, and Business Incentive Program guidelines. Grant payments are tied to **Ansbacher Law, P.A.**'s ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on **Ansbacher Law, P.A.**'s property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to **Ansbacher Law, P.A.** under this agreement is \$24,363. However, nothing in this subsection shall entitle **Ansbacher Law, P.A.** to receive the maximum amount of funds if **Ansbacher Law, P.A.** would not be otherwise entitled to the funds according to **Ansbacher Law, P.A.**'s grant calculation.

Section 14. Notices.

All official notices to the County shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

St. Johns County Economic Development Director
500 San Sebastian View
St. Augustine, Florida 32084

Any official notice sent to the County shall be copied to the Office of County Attorney:

Office of County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

All official notices to **Ansbacher Law, P.A.** shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

Christine M. Ertl, Attorney/Partner
Ansbacher Law, P.A.
1100-3A South Ponce de Leon Blvd.
St. Augustine, FL 32084

At such time that **Ansbacher Law, P.A.** relocates to the new building, it will be legally acceptable to submit all official notices to the new address at:

1650 US 1 South
St. Augustine, FL 32084

Section 15. Timeframe for Ansbacher Law, P.A.'s Approval, Acceptance and Execution of this Agreement; Consequences for Failure to Comply.

(a) Upon approval of this agreement by the Board, the County Administrator shall execute two copies of the agreement and forward both copies to **Ansbacher Law, P.A.** **Ansbacher Law, P.A.** shall execute both copies and shall return one copy to the County, retaining the second copy for its records, within 30 days of the County Administrator's execution of the agreement.

(b) If **Ansbacher Law, P.A.** fails to timely execute and deliver a copy of this agreement to the County within 30 days of the County Administrator's execution of the agreement, and fails to apply to the agency for an extension of time, the Board's approval of this agreement shall be automatically terminated and this agreement shall be rendered void.

(c) If **Ansbacher Law, P.A.** is unable to return an executed copy of this agreement to the County within 30 days of the County Administrator's execution of the agreement, **Ansbacher Law, P.A.** may apply to the agency for a single extension not to exceed 30 days.

Section 16. Amendments to this Agreement.

Both the County and **Ansbacher Law, P.A.** acknowledge that this agreement constitutes the complete agreement and understanding of the parties. Except as otherwise provided in this agreement, any amendment to this agreement shall be in writing and shall be executed by duly authorized representatives of both the County and **Ansbacher Law, P.A.**

Section 17. Termination.

(a) This agreement may be terminated as provided in Section 10 of this document.

(b) The County may terminate this agreement if **Ansbacher Law, P.A.** fails to comply with the terms of this agreement or the requirements of Ordinance 2014-30.

(c) Notice of termination of this agreement by either party shall be in writing and shall be delivered as provided in Section 14 of this agreement.

Section 18. Assignment.

Ansbacher Law, P.A. may not assign or otherwise transfer its rights and duties under this agreement. Should **Ansbacher Law, P.A.** assign or otherwise transfer its rights under this agreement, this agreement shall be automatically terminated. Nothing in this section shall prevent **Ansbacher Law, P.A.** from assigning or otherwise transferring its rights and duties under this agreement to an affiliate, subsidiary, or parent company of **Ansbacher Law, P.A.**

Section 19. Public Records.

Ansbacher Law, P.A. acknowledges that the County is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This agreement, and all documents associated with this agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the County shall not disclose any information that is required to be kept confidential pursuant to Section 288.075, Florida Statutes, or any other provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

Section 20. Captions.

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

Section 21. Severability.

If any part or application of this agreement is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part or application shall be severable and the remainder of the agreement shall remain in full force and effect.

Section 22. Authority to Execute.

Each party covenants that it has the lawful authority to enter into this agreement and has authorized the execution of this agreement by the signatories below.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this agreement this 9th day of July, 2015.

LEGALLY SUFFICIENT
[Signature]
Name
Date: 6/19/15

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
County Administrator 6/23/15

ATTEST: CHERYL STRICKLAND, CLERK

By: [Signature]

COMPANY

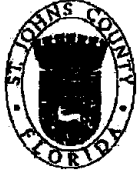
By: [Signature]
Name: Christone M Ford
Title: Partner / Officer

WITNESS:

By: Cynthia B. Marsh
Print: Cynthia B. Marsh



EXHIBIT A
APPLICATION
[to be attached]



**St. Johns County
Economic Development
Business Incentive Program
Grant Application**

Applicant's Name:

Federal Employer Identification Number:

State Sales Tax Registration Number:

Current Company Headquarters:

Address

City State Zip Code

Primary Contact Person:

Primary Contact Person Title:

Address

City State Zip Code

Business Phone Number Fax Number

Cell Number E-mail

The company requires confidentiality in its requests for consideration on economic incentives. Yes No

If the applicant answers "Yes" with respect to requesting confidentiality in its request for consideration on economic incentives, then the following authorization is required:

The applicant authorizes the disclosure, and covenants to hold the County, and its officials and employees and the Public Agency and its members, attorney, and staff harmless and release them from any liability that they incur, should they or any of them disclose information or records that the applicant has requested be kept confidential in the manner, and to the extent that is set forth in Section 288.075, Florida Statutes, when such disclosure is later requested or authorized by the applicant, when such information and records are no longer exempt from disclosure under the provisions of Section 288.075, Florida Statutes, when such disclosure results from an order, requirement or request, by, or from, a court of competent jurisdiction, or a Florida agency or department, or when such disclosure is required or authorized to be disclosed by this Ordinance, as amended from time to time.

Description of the primary and secondary business activities the company is engaged in:

Legal services: Real Estate, Condominium/Homeowners Associations;
Construction, Business and Personal Injury.

Type of Facility Development: new expansion speculative

If speculative space, what is the intended use: n/a

Will the company purchase or lease existing space? Yes No

Estimated Square Footage of Facility Under Roof H/C: 10,800

Date construction is projected to begin: August 2015

Date facility will be complete and operational: March 2016

Is the property zoned to accommodate proposed use? Yes No

If not, what zoning change is required? n/a

Number of new full time employees: 10*

Total number of existing full time employees: 25

6-digit NAICS Code for primary activities of the project: 541110

Will the applicant be applying for other local, State, or Federal grants and/or incentives? If so, please define:

No

An explanation of the type of employment proposed and the average annual pay rate (please provide a list of positions and the wage rate for each position):

Hire additional attorneys and staff to support those attorneys. Also move approximately 6-10 current employees/positions permanently to the St. Augustine office from the Jacksonville office. Office shall house 17 employees
Average Annual attorney pay: \$95,000.00 Average annual staff pay: \$50,000.00.
*The number of new full time employees to the St. Augustine office will range from 11-7 depending on the number of current employees transferred from the Jacksonville office.

Capital Investment Values:

Real Property (Land) 585,000.00

Real Property (Building) 1,900,000.00

Other taxable improvements 100,000.00

Tangible assets (Equipment) 260,000.00

Description of the proposed project explaining the desire to expand, locate or build within St. Johns County and economic benefits the project would provide to the community. Please provide a brief statement explaining the role that the County's Economic Development Grant will play in the decision of the applicant to locate or expand its business in the County:

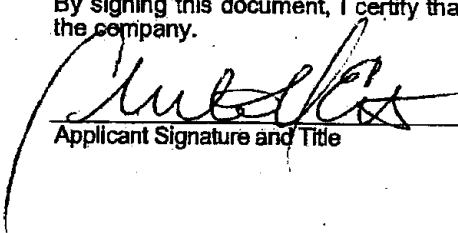
The construction of a new 10,800 sq ft building will house not only office space for the law office, but also include conference room facilities for legal seminars and for our clients to utilize, bringing legal services, legal education and space for other community events to the St. Johns County residents. The building is a 2-story building 5,400 sq ft for each floor. The second floor is described above. The first floor of space is available for further expansion of the law office and related services or rental to other business. Economic benefits include new high paying jobs, new construction and investment in the community. The County's Economic Development Grant will allow the applicant to move forward with construction and offset some new construction costs.

The applicant's Jacksonville office is too small and the applicant needs both more space and space closer to its St. Johns County clients. Applicant has recently leased space in St. Augustine to accommodate some of the employees planned for the new St. Augustine location, but the leased space is too small for the current needs. Applicant would like to build and establish a permanent location that will allow for further growth of the business. Please see attached for additional details.

Submit a Site Plan:

Location map identifying the proposed location and property boundaries with an explanation of the possible transportation impacts.

By signing this document, I certify that I am authorized to submit an application on behalf of the company.


Applicant Signature and Title

4/17/2015

Date

ANSBACHER LAW

REAL ESTATE • CONSTRUCTION • LITIGATION
OF HOUSING • HOMEOWNERS ASSOCIATIONS



EXHIBIT B
NEW JOB PHASING SCHEDULE
[to be attached]

EXHIBIT B

ANSBACHER LAW, P.A.

NEW JOB PHASING SCHEDULE THROUGH 2018

4 th Quarter 2016 (ending December 31)	6 New Jobs
4 th Quarter 2017 (ending December 31)	2-4 New Jobs
4 th Quarter 2018 (ending December 31)	2-3 New Jobs

EXHIBIT C

COUNTY ECONOMIC DEVELOPMENT GRANT CALCULATION

[to be attached]

**ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
Ansbacher Law**

Calculations based on County Ordinance 2014-30 and millage rates effective on October 1, 2014

Category: **New Industry**

POINTS AWARDED

Target Industry: Professional Services Legal	2
Facility Size: 10,800 sq. ft.	0.5
Job Creation: 10-13 net new positions	0.5
Wages: Average wage \$60,385	2
Executive Management	1
Total Points	6

The applicant scored 6.0 points under the Speculative Development Category. Therefore, this project is eligible for Expedited Permitting and two (2) year's Ad Valorem tax (general county portion) on capital improvements and tangible personal property.

Total Value of Capital Improvements	2,000,000
Multiplied by County Millage rate	0.53900%
Annual Ad Valorem Tax (general county portion)	10,780
Multiplied by # Eligible Years	2
Ad Valorem Tax (general county portion) Estimate =	21,560

Total Estimated Value of New Tangible Assets	260,000
Multiplied by County Millage rate	0.53900%
Annual new tangible business personal property tax (general county portion)	1,401
Multiplied by # Eligible Years	2
Total Tangible Business Personal Property Tax (general county portion)	2,803

Impact Fee Estimate (collected by SJC) = n/a

Water and Sewer Estimated Total Connection Fee = n/a
(Impact Fee, Water and Sewer Connection Fee do not apply. Project is within City of St. Augustine.)

Payout will begin when capital improvements are recognized on the tax roll. Annual installments will not exceed the annual general county portion of the ad valorem and tangible personal property tax paid each year.

PAYOUT SCHEDULE:

Total Maximum Possible Incentive:	24,363
Payout will consist of estimated annual installments of:	12,181

* The annual payment is based on the general county portion of the ad valorem taxes and tangible personal property paid each year which could fluctuate with increasing property values. The total payout will not exceed the total incentive granted.