

RESOLUTION NO. 2006- 154

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS CHAIR TO EXECUTE A JOINT USE AGREEMENT BETWEEN ST. AUGUSTINE LITTLE LEAGUE AND ST. JOHNS COUNTY FOR PROPERTY NEEDED FOR A COMMUNITY CENTER AND PUBLIC PARK LOCATED ON OSCEOLA ELEMENTARY ROAD.

RECITALS

WHEREAS, St. Augustine Little League has executed and presented a Joint Use Agreement to St. Johns County, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for property needed for a Community Center; and

WHEREAS, the Joint Use Agreement will allow St. Augustine Little League to donate a 10 acre parcel of land to St. Johns County for the Community Center and St. Johns County will reconfigure and upgrade ball fields; and

WHEREAS, with the Joint Use Agreement it will provide substantial savings to the public and benefits of working co-operatively, in order to provide for a greater access to recreational facilities and opportunities to all the children in 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 hereby approves the Joint Use Agreement attached hereto and authorizes the Chair of the BCC to execute said Joint Use Agreement.

Section 3. The Clerk of Court is instructed to file the original Joint Use Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16 day of May, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman
RENDITION DATE 5/19/2006

ATTEST: Cheryl Strickland, Clerk

By: Robin L. Plax
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

St. Augustine Little League
JOINT USE AGREEMENT
Revised May 11, 2006

This Joint Use Agreement ("Agreement"), entered into this ____ day of _____ 2006, by and between St. Johns County, Florida, a political subdivision of the State of Florida, ("County"), and the St. Augustine Little League, ("SALL").

WITNESSETH:

WHEREAS, it is the intent of SALL to donate to the County a parcel of land more graphically noted and described in attached and incorporated Exhibit A; and

WHEREAS, it is the intent of SALL to lease to the County, four parcels of land more graphically noted and described in attached and incorporated Exhibit B; and

WHEREAS, it is the intent and desire of the County's Department of Recreation and Parks, and the SALL, in order to provide for the joint use of the parcels of land noted and described in Exhibit A and Exhibit B (which may collectively be called to, and/or referred as the "Complex), which will permit greater access by the community; and

WHEREAS, substantial savings to the public can be obtained through joint use of both parties' facilities for recreational purposes; and

WHEREAS, the County and SALL recognize the benefits of working co-operatively, in order to provide for greater access to recreational facilities and opportunities to all children residing within the County; and

WHEREAS, this Agreement is entered into for the purposes of expanding public recreational facilities within the County; and

WHEREAS, the County and SALL have determined that it is in their collective mutual interests to enter into such Agreement, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, this Agreement establishes the terms, provisions, conditions, requirements, and obligations of both the County, and the City, in order to accomplish the goals and objectives, set forth above.

NOW THEREFORE, in consideration of the covenants hereinafter mentioned, which are to be kept and performed by the County and SALL, it is mutually agreed as follows:

1. EFFECT OF RECITALS

The above recitals are incorporated by reference into the body of this Agreement, and such recitals are adopted as findings of fact.

2. TERMINATION OF PRIOR AGREEMENTS

This Agreement shall supersede and cancel any previous agreements or understandings, either written or oral between the County and the SALL that may exist with regard to the community use of outdoor recreational facilities.

3. TERMS OF AGREEMENT

The SALL shall:

- a. Convey title to the County, by means of a Special Warranty Deed, as noted in attached and incorporated Exhibit A.
- b. Lease to the County, four parcels, under the terms, and provisions contained in attached and incorporated Exhibit B.
- c. have complete responsibility of concession operations for baseball/softball/t-ball or other activities (recreational or otherwise) conducted on either the conveyed parcel, or the leased parcels.
- d. Bear all costs and expenses (including associated bookkeeping) for all concession operations associated with baseball/softball/t-ball or other activities (recreational or otherwise).
- e. Retain all income and/or profits from all concession operations associated with baseball/softball/t-ball or other activities (recreational or otherwise).

The County shall:

- a. Develop the conveyed and leased parcels (as referenced elsewhere in this Agreement) so that the parcels are: 1) configured and/or designed for baseball/softball/t-ball, and other recreational activities; 2) lighted in order to accommodate baseball/softball/t-ball and other recreational activities; 3) provided with an irrigation system that is designed to irrigate the parcels in a manner that will facilitate the recreational activities noted above; and 4) sodded with turf that is both acceptable to the parties, and able to accommodate the recreational activities noted above.
- b. Reconfigure certain SALL ballfields as more graphically noted and depicted on Exhibit C, so that such ballfields will be upgraded to the current playing standards recognized by Little League International.
- d. Maximize parking throughout the Complex without creating a throughway from Duval Street to Osceola Elementary Road.
- e. In light of the County's self-insurance, and to the extent permitted under the County's self-insurance, maintain liability insurance for the Complex, including the conveyed and leased parcels.
- f. Provide full ongoing field and building maintenance
 - 1. Mowing, weed eating/removal/reduction, general field maintenance
 - 2. Trash clean up and removal
 - 3. Restroom clean up and stocking of supplies Monday - Friday
 - 4. Game field preparation Monday – Friday
- g. Provide shade structures for spectators
- h. Concrete walkways to/from parking areas and other fields that adhere to, and comply with, all applicable local, State and, Federal rules and regulations, including those related to the Americans With Disabilities Act (ADA).

4. TERM OF AGREEMENT

This Agreement shall have an initial term of thirty (30) years. This Agreement shall become effective on May 1, 2006, and shall expire at 11:59 pm on April 30, 2036. At the time of expiration of the initial term, this Agreement shall automatically be renewed for a second term of thirty (30) years. The second term shall run from May 1, 2036, and shall expire at 11:59 pm on April 30, 2066.

5. REVIEW AND AMENDMENT OF AGREEMENT

This Agreement shall be reviewed by both County and SALL at least once every five (5) years. After such review, this Agreement may be amended. Moreover, this Agreement may be amended at any other time by mutual agreement of both the County and SALL. In either case, any amendment to this Agreement shall be in writing, and duly executed by authorized representatives of both the County and SALL.

6. USE OF PROPERTY

A. The County and SALL shall have the right to jointly use the conveyed and leased parcels for baseball/softball/t-ball, and other recreational activities, in the manner set forth, and under the terms and conditions noted in this Agreement.

The SALL did not convey and/or lease any parcel referenced in this Agreement with the intent or expectation that the County would use such property in any manner and/or means that is prohibited by local, State, and/or Federal law, rule, and/or regulation. Consequently, neither the County, nor SALL shall use the conveyed or leased parcels for any purpose prohibited by local, State, and/or Federal law, rule, and/or regulation. Moreover, the use of any conveyed and/or leased parcel referenced in this Agreement, shall be subject to, all applicable County ordinances and policies, including any and all applicable policies concerning the use, restriction, and prohibition of alcohol, tobacco, and drugs, narcotics, controlled substances, illegal substances, and/or hazardous substances. To the extent forbidden by law and/or policy, then such above-referenced materials are expressly forbidden on the conveyed or leased parcels.

7. ALTERATIONS AND IMPROVEMENTS

A. The County may install improvements for recreational use on **either the conveyed, or the leased parcels.**
On the leased parcels, the design, construction, and location of any, and all, improvements must be approved in writing by SALL prior to installation or construction.

B. The SALL may install improvements for recreational use on **the conveyed parcel, or other County property.**
On the conveyed parcel, or other County property, the design, construction and location of any and all improvements must be approved in writing by the Department of Recreation and Parks of the County prior to installation or construction.

C. **Both the County, and SALL recognize** that it is in the best interest of both parties to provide a safe recreational and educational area, and **both the County and SALL**

agree to utilize its best efforts to provide proper supervision and safe conditions during its respective use of the other party's property. In the event that either party becomes aware of an unsafe condition, it will correct same. If the correction of the condition is the responsibility of the other party, it will promptly notify the other party of the hazard and the need for corrective action. The party responsible for maintaining the property shall correct the condition immediately or take proper and reasonable precautions until corrective actions can be taken.

- D. Upon termination of this **Agreement** by either party, the **SALL**, at its option, may keep any, or all, improvements and equipment constructed or installed by the **County, on the leased parcels only**, and the **County** shall convey its rights, title and interest in the improvements and equipment "as is" with no warranties as to merchantability or fitness to the **SALL**, or the **SALL** may require the **County** to demolish and remove the improvements and equipment constructed or installed by the **County on the leased parcels** and return the **leased parcels** as completely as practicable to its original condition prior to the installation of the improvements and equipment.
- E. Upon termination of this **Agreement** by either party, the **County**, at its option, may keep any, or all, of the improvements and equipment constructed or installed by the **SALL, on the conveyed parcel only**, and the **SALL** shall convey its rights, title, and interest in the improvements and equipment "as is" with no warranties as to merchantability or fitness to the **County**, or the **County** may require the **SALL** to demolish and remove the improvements and equipment constructed or installed by the **SALL** and return the **conveyed parcel** to as completely as practicable to its original condition prior to the installation of the improvements and equipment.

8. MAINTENANCE OF IMPROVEMENTS AND PROPERTY

- A. The **County** shall maintain, at its sole cost and expense, the improvements constructed by the **County on the leased parcels**. The **County** shall also provide for prompt cleaning of **the leased parcels after baseball/softball/t-ball, or other recreational activities**. The prompt cleaning by the **County** shall be in a manner so as to remove debris, trash, unsightly refuse, or other solid waste from the **leased parcels**.
- B. The **SALL** shall maintain, at its sole cost and expense, the improvements constructed by the **SALL on the conveyed parcel**. The **SALL** shall also provide for prompt cleaning of **the conveyed parcel after a joint use of the conveyed parcel by both the County and the SALL**. The prompt cleaning by the **SALL** shall be in a manner so as to remove debris, trash, unsightly refuse, or other solid waste from the **conveyed parcel**.

9. UTILITIES

The County shall be responsible for the payment for all utilities associated with the conveyed and leased parcels during the Lease term.

10. SCHEDULING AND NOTIFICATION OF SCHEDULE CHANGES

- A. The **County** shall schedule usage of all fields using the Priority List as in **Section 5 of this Agreement**.

- B. Whenever possible the SALL shall notify the **Recreation and Parks Department of the County** seven (7) days in advance when scheduled use of **the leased parcels are changed and/or cancelled.**
- C. **Both the County and SALL acknowledge** All organizations, groups and individuals shall acknowledge that on rare occasions, the **conveyed parcel, and/or the leased parcels** may be needed for urgent use by **either the County, or SALL** (e.g. disasters, construction, special event, **and the like**), **which** may preclude the use of **either the conveyed parcel and/or leased parcels** for a short period of time. It is understood that, while every effort will be made to notify all **affected** parties as far in advance as possible of the cancellation, such precluding events from time to time will occur. During those occurrences the **SALL and County** will make every effort to accommodate the cancelled party on the earliest possible date.
- D. **With respect to the conveyed parcel, the County shall have exclusive authority to schedule recreational activities, in a manner consistent with applicable County's policies. However, to the extent not inconsistent with federal, state, or local law and/or policy, the County shall give SALL first priority in scheduling regular SALL games, practices, and other sanctioned SALL events, so long as those events do not constitute in excess of fifty percent (50%) of the activities conducted on the conveyed parcel.**
- E. **With respect to the leased parcels, the County shall have scheduling authority, when there are competing interests for the use of such leased parcels. In that light, the County will approve and/or schedule the use of such leased parcels according to the following priorities:**
 - 1. Recreation and Parks Department of the **County**;
 - 2. St. Augustine Little League (**SALL**) (**though it is expressly understood that the SALL may exercise first priority in scheduling regular SALL games, practices, and other sanctioned SALL events, so long as those events do not constitute in excess of fifty percent (50%) of the activities conducted on the leased parcels**); and
 - 3. **other activities (recreational or otherwise) as appropriate.**

11. INDEMNIFICATION

To the extent permitted by law, the SALL shall hold harmless, and defend the County, its officials, agents, and/or employees for any, and all, claims, damages (bodily and/or personal), whether in tort and/or contract that are associated with the following: (1) use, operation, and/or maintenance of any concession area/facility on either the conveyed parcel, and/or leased parcel; 2) when performed by SALL personnel and/or contractors, maintenance and/or construction of improvements and/or facilities on either the conveyed parcel, or the leased parcels.

To the extent permitted by law, the County shall hold harmless, and defend the SALL, its officials, agents, and/or employees for any, and all, claims, damages (bodily and/or personal), whether in tort and/or contract that are associated with the following: (1) when performed by County personnel and/or contractors, maintenance and/or construction of improvements and/or facilities on either the conveyed parcel, or the leased parcels; (2) when required under this Agreement, and performed by County personnel and/or contractors, removal of trash, debris, unsightly refuse, and other solid waste from either the conveyed parcel, or the leased parcels.

12. DEFAULT

In the event that either party shall fail to perform any of its obligations hereunder, the other party shall deliver written notice thereof to such party specifying the nature of the failure with reasonable detail. Upon receipt thereof, such party shall forthwith proceed to correct any such failure to perform, and shall be allowed reasonable time to do so.

13. WAIVER

Any failure or refusal of either party to enforce any term or condition hereof shall not be considered a waiver thereof, or any waiver of any right to enforce any term or condition in the future.

14. NOTICES

All notices required under this **Agreement** shall be in writing and served upon **the County** shall be by registered or certified mail, return receipt requested, addressed to the Director of Recreation and Parks or his designee, 901 Pope Road, St. Augustine, Fl. 32080.

All notices required under this Agreement shall be in writing, and served upon SALL or by registered or certified mail, return receipt requested, addressed to Marty Martin, SALL President, P.O. Box 305, St. Augustine, Fl. 32085-0305.

15. 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, section, or the proscribed application thereof, shall be severable, and remaining portions of the Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

16. GOVERNING LAW AND VENUE

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement for the uses expressed therein the day and year first above written.

ATTEST;

ST. AUGUSTINE LITTLE LEAGUE

L. Marti

President, SALL

L. Marti

SALL, President of the Board

ATTEST:

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

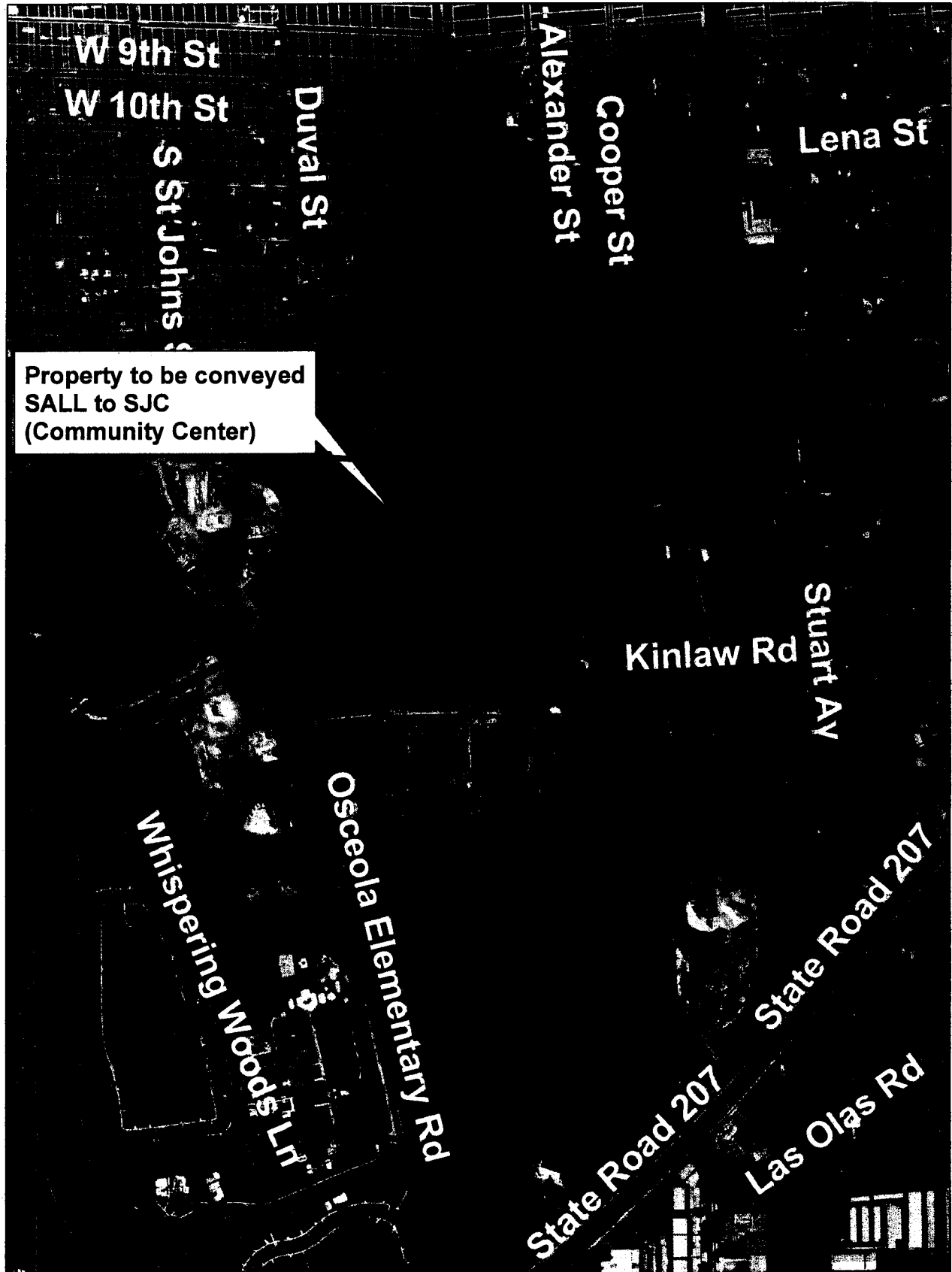
Cheryl Strickland, Clerk of the
Circuit Court

James E. Bryant, Chairman
(County Seal)

EXHIBIT "A" TO JOINT USE AGREEMENT

Lot 1, R. Page Subdivision of Government Lot 3, Section 24, Township 7 South, Range 29 East, as recorded in Map Book 1, page 119 of the public records of St. Johns County, Florida.

EXHIBIT "A" TO JOINT USE AGREEMENT



Property to be conveyed
SALL to SJC
(Community Center)

Disclaimer: This map is provided by the St. Johns County Real Estate Division and is for estimate purposes only. The Real Estate Division disclaims all responsibility for the accuracy or completeness of data shown herein. Data are from multiple sources with varying degrees of accuracy. This map should not be used for final site-specific land use decisions.



PREPARED BY:
ST. JOHNS COUNTY
REAL ESTATE DIVISION

EXHIBIT "B" TO JOINT USE AGREEMENT

Lots 2 and 3, R. Page Subdivision of Government Lot 3, Section 24, Township 7 South, Range 29 East, as recorded in Map Book 1, page 119 of the public records of St. Johns County, Florida, excepting that portion of Lot 2 as recorded in Official Recorded Book 877, page 1664 (Parcel A), public records of St. Johns County, Florida.

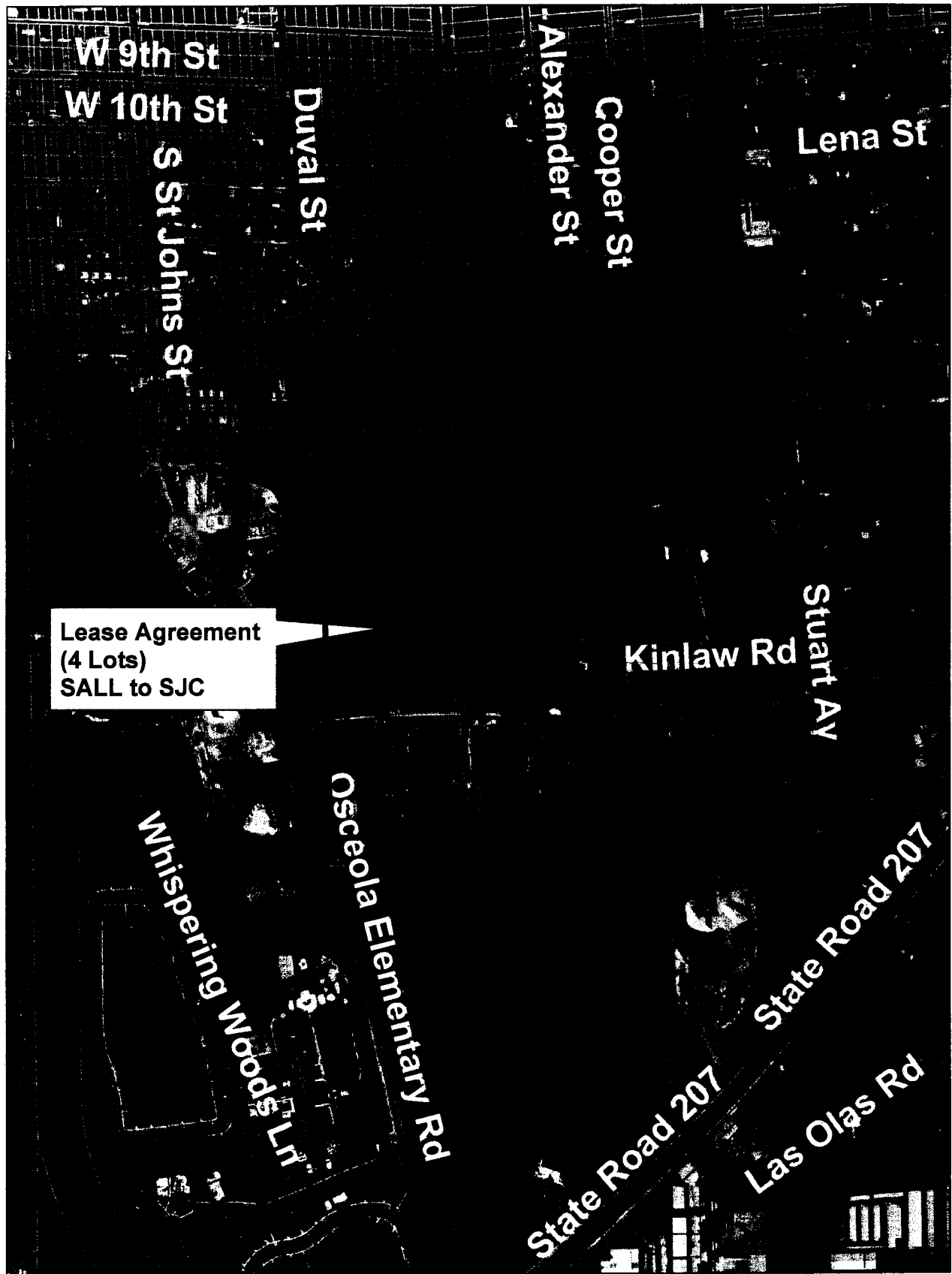
Lot 4 of the R Page Subdivision of Government Lot 3 as recorded in Map Book 1, Page 119 of the Public Records of St. Johns County, also described as the North 330' of the S 660' of Government Lot 3, Section 24, Township 7, Range 29, St. Johns County, Florida.

Lot 5 of the R Page Subdivision of Government Lot 3 as recorded in Map Book 1, Page 119 of the Public Records of St. Johns County, also described as the South 330' of the S 660' of Government Lot 3, Section 24, Township 7, Range 29, St. Johns County, Florida.

TOGETHER WITH Easements for ingress and egress as recorded in Official Records Book 466, Page 788 and Official Records Book 466, Page 791, both of the public records of St. Johns County, Florida.

SUBJECT TO mineral and petroleum rights as reserved unto the State of Florida by deed from State of Florida through the Trustees of the Internal Improvement Fund of the State of Florida as recorded in the Official Records Deed Book 196, Page 27 of the public records of St. Johns County, Florida.

EXHIBIT "B" TO JOINT USE AGREEMENT



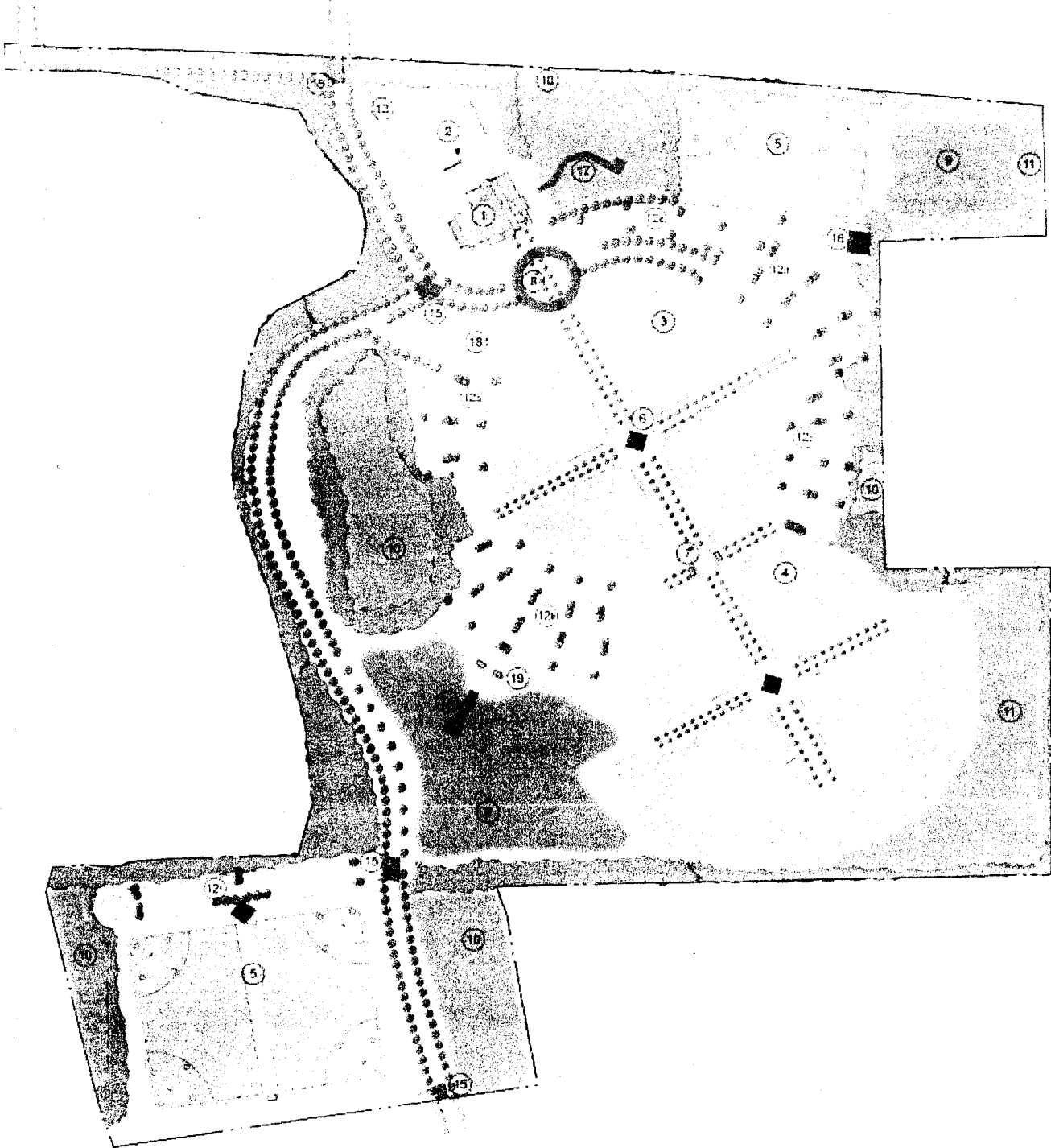
Lease Agreement
(4 Lots)
SALL to SJC

Disclaimer: This map is provided by the St. Johns County Real Estate Division and is for estimate purposes only. The Real Estate Division disclaims all responsibility for the accuracy or completeness of data shown herein. Data are from multiple sources with varying degrees of accuracy. This map should not be used for final site-specific land use decisions.



PREPARED BY:
ST. JOHNS COUNTY
REAL ESTATE DIVISION

EXHIBIT "C" TO JOINT USE AGREEMENT



Key

- | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------|
| 1 Community Center | 7 Playground with 2 Pavilions | 13 Celebration Wall |
| 2 Pool | 8 Traffic Circle with Drop-Off Zones for both directions | 14 Fishing Pier |
| 3 Little League Fields
1 - 225' Competitive Field
3 - 260' League Play Fields | 9 Lake | 15 Raised Intersection |
| 4 Girls Softball & Senior League Fields
1 - 225' Girls Softball Competitive Field
1 - 260' League Play Field
2 - 300' League Play Fields | 10 Existing Wetland | 16 Maintenance Facility & Yard |
| 5 Multi-Purpose Fields with Tee Ball Fields | 11 Mitigated Wetland | 17 Observation Boardwalk |
| 6 Concession/Restroom/Media Facility | 12 Parking | 18 Events Lawn |



Illustrative Master Plan
West Augustine District Park
 St. Johns County Recreation and Parks

