

RESOLUTION NO. 2011 - 223

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE RECREATION INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE AND ST. JOHNS COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE SAID DOCUMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in March 2002, St. Johns County (the "County") and the City of St. Augustine (the "City") entered into an Interlocal Recreation Agreement (the "Agreement"), to jointly provide certain recreational needs for the benefit of citizens of both the County and the City; and

**WHEREAS**, the County and the City seek to amend the Agreement to modify provisions related to the EDDIE VICKERS RECREATIONAL FACILITY.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, that:

Section 1. The above Recitals are hereby adopted as Findings of Fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms, provisions, conditions, and requirements of the Amendment to Interlocal Agreement between the City of St. Augustine and St. Johns County, Florida.

Section 3. The County Administrator, or his designee, is hereby authorized to execute the Amendment to Interlocal Agreement on behalf of the County for the purposes mentioned above.

Section 4. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners of St. Johns County.

**PASSED AND ADOPTED** by the Board of Board of County Commissioners of St. Johns County, Florida this 2nd day of August 2011.

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterma  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: J. Ken Bryan  
Chairman

Effective Date: 8/2/11

Rendition Date: August 5, 2011

## AMENDMENT TO INTERLOCAL AGREEMENT

THIS AMENDMENT TO INTERLOCAL RECREATION AGREEMENT (this "Amendment") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF ST. AUGUSTINE** ("City") and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County").

### RECITALS:

A. Pursuant to Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), in March 2002, the City and County entered into an Interlocal Recreation Agreement (the "Interlocal Agreement"), to jointly provide for certain recreational needs for the benefit of citizens of both the County and the City.

B. The City and County seek to amend the Interlocal Agreement to modify provisions related to the **EDDIE VICKERS RECREATIONAL FACILITY**.

C. The Interlocal Agreement and this Amendment are made pursuant to the provisions of the Act, and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein.

NOW, THEREFORE, in consideration of the foregoing, in the parties hereto agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the same definitions as set forth in the Interlocal Agreement.

2. EDDIE VICKERS RECREATIONAL FACILITY of the Interlocal Agreement is hereby amended and restated in its entirety as follows:

1) EDDIE VICKERS RECREATIONAL FACILITY – Consists of the Galimore Community Center, swimming pool, Malcolm Jones ballfield, basketball courts, free-standing restrooms, picnic areas, gazebo, walking trail and two coquina parking lots:

a) City shall be responsible for the operation and maintenance of the Galimore Community Center, swimming pool, picnic areas, gazebo, walking trails, freestanding restrooms and both coquina parking lots. Pool maintenance shall include filtration system replacement and interior surface rehabilitations.

b) County shall be responsible for the operation and maintenance of the ballfield and the basketball courts.

c) City and County will each be responsible for all operating expenses, including utility bills incurred with their respective operations.

d) In consideration of this present Amendment to the Interlocal Agreement including transferring all responsibility for the Galimore Community Center and swimming pool to the City, the County shall provide a one time \$400,000 (Four Hundred Thousand and No/100 Dollars) payment to the City within thirty (30) days of this Amended Interlocal Agreement being fully executed by both parties.

3. No Other Amendments. Except as expressly modified by this Amendment, the Interlocal Agreement remains unchanged and in full force and effect.

4. Effect. Any sections of the Interlocal Agreement containing language inconsistent with the foregoing shall be deemed amended to reflect the intent of the parties as expressed herein. All other terms and conditions of said Interlocal Agreement shall remain in full force and effect. Defined terms which have been modified or changed in this Amendment shall be incorporated into the Interlocal Agreement as defined herein. The validity of any provision hereof shall in no way affect or invalidate the remainder of the Interlocal Agreement or this Amendment. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

ATTEST: Cheryl Strickland, Clerk

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
J. Ken Bryan, Chairman

Date: \_\_\_\_\_

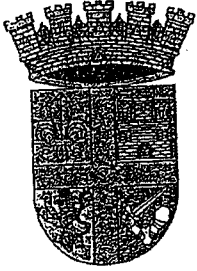
By: ATTEST

CITY OF ST. AUGUSTINE

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its Mayor-Commissioner

Date: \_\_\_\_\_



*Very FYE original* 3

# City of St. Augustine



St. Augustine, Florida

General Services

June 28, 2011

St. Johns County  
Attn: Michael Wanchick, County Administrator  
500 San Sebastian View  
St. Augustine, FL 32084

RE: Galimore Center Pool Restoration and Operation

Dear Mr. Wanchick:

I would like to thank you and your staff for the time and effort utilized to obtain a solution regarding the Galimore Center Pool Restoration and Operation.

Your tentative offer of \$400,000.00, subject to BCC review and approval, for the Galimore Center Pool Restoration and one seasonal year of Operational Costs has been accepted by the City of St. Augustine.

At your earliest convenience please send the check to this office.

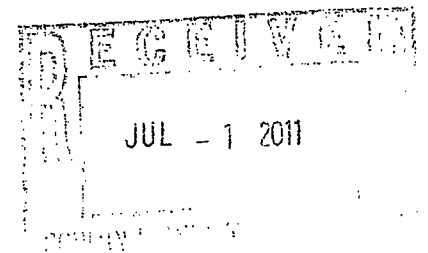
Thank you again for all your time and effort.

Sincerely,

  
John P. Regan  
City Manager

JPR:nb

xc: All City Commissioners  
Timothy A. Burchfield, Assistant City Manager  
James C. Piggott, Director, General Services



FILED

INTERLOCAL RECREATION AGREEMENT  
Between St. Johns County and City of St. Augustine

02 MAR 19 PM 4: 10

CHERYL STRICKLAND  
CLERK COUNTY COMMISSION

This Agreement, by and between St. Johns County, a political subdivision of the State of Florida, hereinafter referred to as "County," and City of St. Augustine, hereinafter referred to as "City."

WHEREAS, the City and County desire to coordinate the recreational facilities and activities of the City and County in order to prevent duplication and to provide more fully for the recreational needs of the citizens of our City and County at the least expense, and

WHEREAS, the City recognizes the existence of the St. Johns County Recreation Department as an entity within the jurisdiction of County government, and the experience, expertise, staff and abilities of that Recreation Department to manage and operate those recreational facilities, and

WHEREAS, the City is desirous of offering its active recreational facilities for maximum public use and benefit while retaining control of its neighborhood parks and other passive recreation areas, and

WHEREAS, the County is willing and able to undertake an expanded role in the operation and management of certain City owned facilities, and

WHEREAS, the City and County desire to delineate their respective obligations, duties and responsibilities concerning such a cooperative effort,

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed that the referenced facilities shall be operated and managed as follows:

1) EDDIE VICKERS RECREATIONAL FACILITY - Consists of the Galimore Community Center, swimming pool, Malcolm Jones ballfield, basketball courts, free-standing restrooms, picnic areas, gazebo, walking trail and two coquina parking lots;

a) City shall be responsible for the operation and maintenance of the Community Center, picnic areas, gazebo, walking trails and both coquina parking lots.

b) County shall be responsible for the operation and maintenance of the ~~swimming pool~~, ballfield, basketball courts and freestanding restrooms. - Pool maintenance shall include filtration system ~~(replacement and interior surface rehabilitations).~~

c) ~~City will allow County to use the Galimore Community Center for office space and general support space for the operation of the swimming pool. In exchange, County staff will manage the Community center on a daily basis to provide opening, closing, scheduling usage and routine cleaning.~~

City and County will each be responsible for all operating expenses, including utility bills incurred with their respective operations.

2) J. EDWARD "RED" COX RECREATIONAL FACILITY

a) City will continue to operate and maintain the park, boat ramp, pier and parking lots. Restaurant ownership and lessee control shall remain with the City.

- b) County will operate and maintain the City-owned tennis courts in conjunction with their courts located on the West Side of Red Cox Drive.

3) FRANCIS FIELD/SAN MARCO LOT

- a) City will continue to operate and maintain Project Swing facility, Special Events Field and public restrooms.
- b) County will continue to operate and maintain the tennis courts.
- c) City will assume responsibility for the operation and maintenance of Francis Field as a neighborhood facility, and as such, will be available for use by Ketterlinus School as well as other non-organized uses. City shall be responsible for the removal of the deteriorating lighting system and other outdated fixtures.

4) JOSEPH POMAR, JR. RECREATIONAL FACILITY

- a) County will operate and maintain ballfield (a.k.a. Joe James Field) and multipurpose field and adjacent parking lot.
- b) City will operate and maintain waterfront gazebo, pier, boardwalk and associated parking lot.
- c) City will maintain control of remaining undeveloped property.

MISCELLANEOUS MATTERS

- 1) City will from time to time apply for appropriate grants to enhance those County-operated recreation facilities within the City limits as listed herein. Such applications will have County concurrence and, upon receipt and implementation, those improvements shall become the responsibility of County to operate and maintain for duration of this Agreement.

- 2) Operation and maintenance responsibilities shall also include costs associated with personnel, utilities, expendable items, repairs, and appropriate insurances.
- 3) County may make capital improvements or additions above and beyond those acquired through City grant efforts. Such improvements shall require City concurrence. Those improvements will be operated and maintained by the County.
- 4) Capital improvements are customarily defined as an acquisition or improvement of an existing fixed asset such as land, building infrastructure or equipment. Such improvements have a value of at least \$2,000.00 and have or extend service life beyond one year.
- 5) Any capital improvements made during the Agreement become the property of City at end of this agreement unless otherwise agreed upon.
- 6) Length of this Agreement shall be for an initial five (5) year period and will automatically renew for an additional five (5) years.
- 7) Either party, based on written notice, to be effective on the last day of the month of September, may accomplish termination of this Agreement, provided that such written notice is serviced prior to June 1<sup>st</sup> of the year of cancellation.
- 8) Creation of user fees by County at any referenced site will require City concurrence.
- 9) Any user fee collected by either party in its respective operations of a facility may be retained wholly by that party.



10) Any initial costs associated with the separation of meters for billing purposes will be equally shared. If any such separations are deemed cost prohibitive, both parties will agree to an appropriate cost sharing of monthly bills.

THIS AGREEMENT supercedes all previous agreements, communications, representations or understandings, either written or verbal, between the parties concerning recreational facilities.

This Interlocal Agreement shall not become effective until filed with the Clerk of Courts of St. Johns County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the 19th day of March, 2002.

**BOARD OF COUNTY COMMISSIONERS  
St. Johns County, Florida**

By: Maw Girdline  
Its Chairman

Date: 3/19/2002

**CITY OF ST. AUGUSTINE**

By: [Signature]  
Its Mayor-Commissioner

Date: March 11, 2002

By: ATTEST Cheryl Strickland, Clerk

[Signature]  
Robin L. Platt, Deputy Clerk

By: ATTEST

[Signature]  
Martha V. Porter, City Clerk