

RESOLUTION NO. 2011- 337

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A 1st AMENDMENT OF THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY AND ST. JOHNS COUNTY SCHOOL DISTRICT.

RECITALS

WHEREAS, in Resolution No. 98-205 the board adopted and approved the Ketterlinus Gym building to be used by St. Johns County Department of Recreation and Parks for youth recreation activities and programs which have been on going since 1994; and

WHEREAS, the County has been maintaining the building since 1994, which includes maintaining the heating and air conditioning system; and

WHEREAS, Florida Statute 489.145 entitled "Guaranteed Energy, Water and Wastewater Performance Saving Contracting" provides language related to the pursuit of Guaranteed Energy Performance Savings Contracts to achieve energy conservation cost savings; and

WHEREAS, the Board authorized Resolution 2010-272 on December 7, 2010 receiving a Florida Energy and Climate Commission Clean Energy Grant in the amount of \$394,000.00 which will supplement the total cost of the energy savings and improvements of County owned and maintained properties; and

WHEREAS, the County and the St. Johns County School Board District have determined by mutual interest to enter into a 1st Amendment of the Interlocal Agreement, in order to accomplish the goals and objectives, set forth in the agreement for youth recreation activities and overall community use for the citizens of St. Johns County as well as complying to the Energy Grant time specific terms; and

WHEREAS, the 1st Amendment of the Interlocal Agreement extends the time period to December 31, 2031, with an option to renew an additional term of 20 years, attached hereto as Exhibit "A," incorporated by reference and made a part hereof.

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 authorizes the County Administrator, or designee, to execute the 1st Amendment of the Interlocal Agreement on behalf of the County.

Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Circuit Court is instructed to record the original 1st Amendment of the Interlocal 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 6th day of December, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 
Mark P. Miller, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 12/8/11



Exhibit "A," To Resolution

1ST AMENDMENT TO THE INTERLOCAL AGREEMENT

THIS 1ST AMENDMENT TO THE INTERLOCAL AGREEMENT ("1st Amendment") by and between **St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 and **St. Johns County School District**, whose address is 40 Orange Street, St. Augustine, Florida 32084.

Recitals

WHEREAS, on November 10, 1998 per Resolution No. 98-205 the Board of County Commissioners of St. Johns County Florida, approved the terms of the Interlocal Agreement between St. Johns County and the St. Johns County School District, attached hereto as **Exhibit "A"**, incorporated and made a part hereof ; and

WHEREAS, St. Johns County and St. Johns County School District hereby mutually agree to extend the 1st Amendment of the Interlocal Agreement to December 31, 2031, with an option to extend an additional term of 20 years; and

WHEREAS, all other terms and conditions shall remain the same in the attached 1st Amendment to the Interlocal Agreement; and

WHEREAS, it is in the best interest of the County to accept this 1st Amendment to the Interlocal Agreement for the benefits of the citizens of St. Johns County.

NOW THEREFORE, the parties hereby agree as follows:

Section 1. The above recitals are incorporated by reference into the body of this 1st Amendment of the Interlocal Agreement.

Section 2. The Board of County Commissioners hereby approves the terms of the 1st Amendment to the Interlocal Agreement and authorizes the County Administrator, or designee, to execute the agreement.

Section 3. All other provisions of the original Interlocal Agreement shall remain applicable and enforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

St. Johns County, a Political Subdivision in the State of Florida

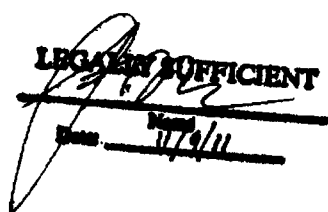
By: _____
Michael D. Wanchick
County Administrator

Print Witness Name _____

Print Witness Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____ 2011 by Michael D. Wanchick as County Administrator of, St. Johns County, Florida. He is personally known.


LEGALLY SUFFICIENT
Notary Public
Date: 11/9/11

Notary Public, State of Florida
My Commission Expires _____

St. Johns County School District

By _____
Print Name: _____
Title: _____

Print Witness Name _____

Print Witness Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____ 2011, by _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
My Commission
Expires _____

EXHIBIT "A"

RESOLUTION NO. 98-205

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA, SUPPORTING THE AD HOC
RECREATION, EDUCATION, COMMUNITY INVOLVEMENT
BOARD (R.E.C.) ACTIVITIES TO REPAIR, IMPROVE AND OPERATE
THE KETTERLINUS GYM BUILDING AS A YOUTH CENTER.**

WHEREAS, the Board of County Commissioners has passed a Resolution number 98-144 establishing St. Johns County as a Community of Promise; and

Whereas, on August 26, 1997, the Board of County Commissioners passed Resolution 97-139, establishing Children's Task Groups to develop a plan for better meeting our children's needs; and

WHEREAS, many St. Johns County residents have been working to develop a teenage recreation center; and

WHEREAS, the demolition of the former Recreation and Parks building located on Castillo Drive displaced numerous youth service organizations who are in need of activity spaces; and

WHEREAS, the Children's Plan calls for five fundamental resources - a personal one to one relationship with a caring adult; a safe place to learn and grow; a healthy start and a healthy environment; a marketable skill; and a chance to give back to the community; - have proven effective in helping children to succeed in school and prepare for life; and

WHEREAS, the R.E.C. Board (Recreation, Education, Community Involvement) supports these five fundamental principles, and said five principles support the public health, welfare and safety; and

WHEREAS, the Ketterlinus Gym building is being used by the County Department of Recreation and Parks, under a lease dated January 11, 1994 for a period of twenty (20) years from the St. Johns County School Board, for youth recreation activities and is in need of repair and improvement for greater community use; and

WHEREAS, the R.E.C. Board wishes to support and assist in the repair and improvement of the Ketterlinus Gym building and to develop and operate additional programs and services for youth;

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

1. The Board reaffirms its support for the volunteer efforts of the R.E.C. Board in repairing, improving and establishing the Ketterlinus Gym building as a youth recreation center under the direction and cooperation of the St. Johns County Department of Recreation and Parks and in accordance with the provisions of the lease with the St. Johns County School Board dated January 11, 1994 .
2. The Board agrees that the facility, when improved, may be used by other community groups with similar public purposes, on an as available basis, by scheduling through the Department of Recreation and Parks.
3. The Board encourages the St. Johns County School Board to support this effort by adopting a similar resolution or statement of support.

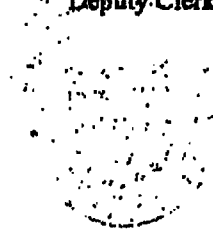
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 10 day of November, 1998.

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

By: *Yves A. Floyd*
Chairman

ATTEST: Cheryl Strickland, Clerk

By: *Cheryl Strickland*
Deputy Clerk



INTERLOCAL AGREEMENT
BETWEEN ST. JOHNS COUNTY AND
ST. JOHNS COUNTY SCHOOL DISTRICT

THIS AGREEMENT entered into as of the 11th day of January, A. D., 1994, by and between ST. JOHNS COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as "COUNTY" and ST. JOHNS COUNTY SCHOOL DISTRICT, hereinafter referred to as "SCHOOL DISTRICT."

WHEREAS, the SCHOOL DISTRICT has converted the former Ketterlinus Middle School into an elementary school and a Gymnasium is no longer a requirement, and

WHEREAS, the SCHOOL DISTRICT is desirous of offering this facility located at the corner of Orange and Riberia Street to the public for recreation and community programs to benefit as many citizens as possible, and

WHEREAS, the SCHOOL DISTRICT and COUNTY desire to share in the operation, utilization and public benefits of the Gymnasium, and

WHEREAS, the SCHOOL DISTRICT and COUNTY desire to delineate their respective duties, obligations and responsibilities concerning the operation of the facility, and

WHEREAS, the SCHOOL DISTRICT and COUNTY recognize the existence of the St. Johns County Recreation Department as an entity within the jurisdiction of the St. Johns County government, and the experience,

staff and abilities of the Recreation Department to manage, operate and conduct programs related to Recreation facilities,

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. The COUNTY shall:

- a. Assume full responsibility for the operation of the Gymnasium, (hereinafter referred to as "facility") including management, administration, purchasing, accounting, coordination, scheduling and related responsibilities, provide all maintenance relative to the building, parking lot, and other items which are included within the facility, conduct and schedule all programs and activities, which are, or may become, a part of the Recreation Department's offering of recreation and community services to the public.
- b. Hire and pay for all administrative and maintenance personnel, and any other required personnel necessary for the facility.
- c. Pay all operating expenses related to the facility.
- d. Replace Gymnasium floor and bring facility in compliance with ADA requirements by December 31, 1994.
- e. Carry liability insurance pertaining to the facility.

- f. Give priority for school use upon request provided that at least 20 days notice is given to the Recreation Department and the facility has not been previously scheduled for use.
2. The SCHOOL DISTRICT shall:
 - a. Carry property insurance on the facilities.
 - b. Assist the County where possible with major capital improvements such as roof repair and replacement and removal of hazardous waste materials.
3. This agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties concerning the operation of the facility.
4. This agreement will continue in force for twenty (20) years, but may be cancelled or further extended upon mutual agreement of both parties.
5. This interlocal agreement shall not be effective until filed with the Clerk of Courts of St. Johns County, Florida.


IN WITNESS WHEREOF, the parties hereto have caused the execution by their duly authorized officials on the dates stated below.

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

By: Alan Roberts
Chair

Date: January 11, 1994

ATTEST: CARL "BUD" MARKEL, CLERK

By: 
Deputy Clerk
(SEAL)

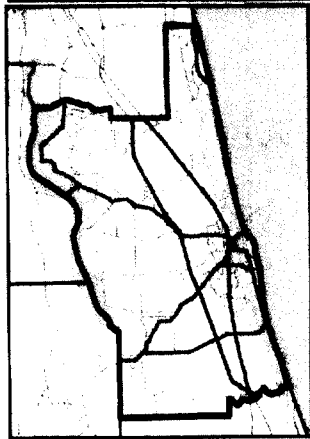
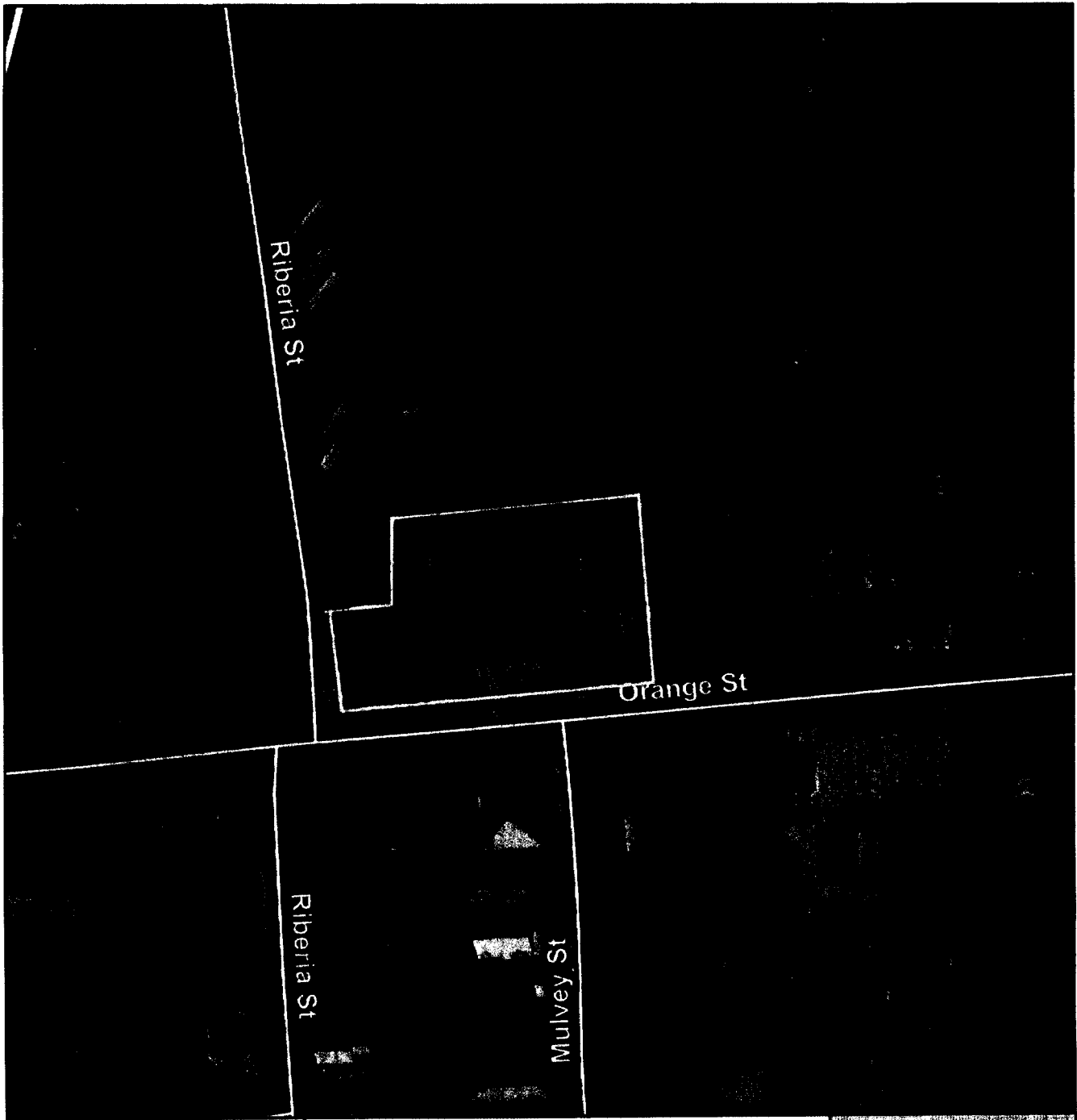
ST. JOHNS COUNTY SCHOOL DISTRICT

By: _____
Chair

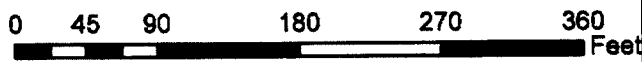
Date: _____

ATTEST:

By: _____
Superintendent
(SEAL)



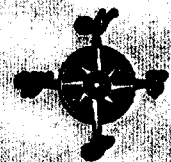
Ketterlinus Gym



St. Johns County
Land Mgmt Systems
Real Estate Division



Prepared: Linda J. White
Date: 10-26-2011
(904) 209-0798



2008 Aerial Imagery

DISCLAIMER
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.