

RESOLUTION NO. 2015- 153

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY AND THE ST. JOHNS COUNTY SCHOOL DISTRICT FOR THE USE OF TWO (2) PORTABLE CLASSROOMS DURING THE 2015 ST. JOHNS COUNTY PARKS AND RECREATION SUMMER CAMP PROGRAM AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, St. Johns County (County) and the St. Johns County School District (District) wish to enter into a Memorandum of Understanding (MOU), in order for the County Parks and Recreation Department to use two of the District's portable classrooms during the 2015 Summer Camp Program; and

WHEREAS, the proposed MOU, attached hereto and incorporated herein, sets forth the relative responsibilities and obligations of the County and the District in allowing the County Parks and Recreation Department's use of the portable classrooms; and

WHEREAS, it is in the collective best interests of the County and the District to enter into the MOU.

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

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

Section 2. The Board of County Commissioners hereby approves the provisions contained the attached MOU by and between the County and the District, providing for the use of two portable classrooms during the 2015 Summer Camp Program.

Section 3. The Board hereby authorizes the County Administrator, or designee to execute a memorandum of understanding in substantially the same form and format as attached hereto on behalf of the County.

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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
Florida the 19~~th~~ day of May, 2015.

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

Attest:

Pam Halterman
Deputy Clerk

By:

[Signature]
Priscilla L. Bennett, Chair

RENDITION DATE 5/21/15



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ST. JOHNS COUNTY SCHOOL DISTRICT
AND ST. JOHNS COUNTY**

This Memorandum of Understanding ("MOU") is made as of this 1st day of June, 2015, by and between St. Johns County, a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084 ("County"), and the St. John County School District, a unit of local government charged with operating the public schools located in St. Johns County, Florida, with offices located at 40 Orange Street, St. Augustine, Florida, 32084 ("District"). In consideration of the mutual promises contained herein, the County and the District agree as follows:

1. **Use of Portables.** From June 8, 2015 until July 24, 2015, the District will make available to the St. Johns County Recreation Department ("Recreation Department") the use of two (2) portable classrooms located at Fruit Cove Middle School for children's summer activities at no cost to the County.
2. **Term.** This MOU shall be effective on date of full execution by the County and the District, and shall continue through and until July 30, 2015 ("Term"), unless earlier terminated as provided herein.
3. **Hours of Operation.** During the Term, the District will make the portables available to the Recreation Department from 7:30 a.m. to 3:00 p.m. on weekdays, excluding holidays. The Recreation Department will ensure that the portables are vacated by no later than 3:00 p.m. each day of use.
4. **Termination.** This MOU may be terminated by either party upon five (5) days prior written notice to the other party.
5. **Indemnification.** To the extent permissible by law, the County shall indemnify, defend and hold harmless the District, its officers, and employees, from any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent that such liabilities, damages, losses and costs are directly or indirectly caused by the negligence, recklessness, intentional and/or unintentional act or omission of the County and other persons employed or utilized by the County in performance of this MOU. Nothing contained in this MOU shall be interpreted or construed to mean that the County waives, or in any way modifies, its common law sovereign immunity under Section 768.28, Florida Statutes.
6. **Sovereign Immunity.** Nothing in this MOU shall be interpreted or construed to mean that either the County or the District waives sovereign immunity as provided under Section 768.28, Florida Statutes.

7. **Independent Contractor.** The District is, and shall be, in the performance of all services and activities arising under this MOU, an independent contractor, and not an employee, agent, official, or servant of the County. Neither party has the power or authority to bind (legally or equitably), in any manner whatsoever the other in any promise, agreement, or representation, other than as specifically provided for in this MOU.

8. **Relationship of the Parties.** This MOU shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the District and the County.

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

10. **Amendments to this MOU.** Both the County and the District acknowledge that this MOU constitutes the complete understanding of the parties related to use of the portable classrooms. The County and District further acknowledge that any change, amendment, modification, revision, or extension of this MOU shall be in writing, and shall be executed by duly authorized representatives of both the County and the District.

11. **Authority to Execute.** Each party covenants to the other party that it has the lawful authority to enter into this MOU and has authorized the execution of this MOU by the party's authorized representative indicated below.

12. **Execution in Counterparts Provisions.** This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same memorandum of understanding.

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2015.

**ST. JOHNS COUNTY SCHOOL
DISTRICT**

ST. JOHNS COUNTY

By: _____

By: _____

Print Name and Title

Print Name and Title