

RESOLUTION NO. 2015- 340

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE TWO (2) CONTRACT AGREEMENTS WITH THE OCCUPANT AND OWNER OF MOBILE HOMES LOCATED ON COUNTY PROPERTY AT VAILL POINT PARK AND ST. JOHNS COUNTY FAIRGROUNDS FOR SECURITY PURPOSES.

RECITALS

WHEREAS, over the years the St. Johns County Parks and Recreation Department and other County Departments have allowed government employees to lease or locate mobile homes on County property for security purposes and to meet State management plan requirements; and

WHEREAS, new tenants, who are government employees, have executed Contract Agreements, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to have the parks and County-owned property occupied for the safety of St. Johns County residents.

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.

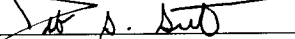
Section 2. The Board of County Commissioners hereby approves the terms of the Contract Agreements and authorizes the County Administrator, or designee, to execute the Contract Agreements on behalf of the County.

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 is instructed to record the Contract Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 17th day of November, 2015.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

ATTEST: HUNTER S. CONRAD, Clerk

By: 
Deputy Clerk

RENDITION DATE 11/19/15



EXHIBIT "A" TO RESOLUTION
CONTRACT AGREEMENT

**Residency at a County Park or County Property by an
Individual with Responsibilities as Overseer Only**

This Contract Agreement ("Agreement") is made and entered this _____ day of _____ 2015, by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and Sean Bruner ("Resident"), an individual residing on County property located at Vaill Point Park, 630 Vaill Road, St. Augustine, FL 32086.

Provisions for Residency of Mobile Homes on St. Johns County Property:

RECITALS

WHEREAS, Resident is provided a space for placement of a mobile home on County property located at Vaill Point Park, 630 Vaill Road, St. Augustine, FL 32086 at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the County site is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the County site, Resident shall keep a watchful eye on the County site (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Resident shall not rent or sublease any space at the County site. With the exception of immediate family members, Resident shall not cause or allow any other individual to reside at the County site.
2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the County site. The County shall further provide to Resident up to fifty dollars (\$50) per month on a reimbursement basis towards electric utilities. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the County site. Resident shall be responsible for securing and maintaining any additional utilities.
3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the County site. While the County shall be responsible for maintaining the remainder of the County site (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities),

Resident shall notify the St. Johns County Recreation and Parks Maintenance Office of any maintenance issues at the County site.

4. Lessee, at his/her sole expense, shall be responsible for securing and maintaining Renter's/Homeowner's insurance coverage for all personal property and liability. Policy limits for liability shall be maintained at minimum \$100,000. Liability for animals, if retained on property, shall be maintained at minimum policy limits of \$25,000 by endorsement. Automobile liability insurance is required, with limits compliant with laws in the State of Florida.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the County site.

6. Resident shall not operate or maintain any business or conduct any commercial activity at the County site. Resident shall utilize the County site for placement of a mobile home for use as a single-family residence.

7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the County site without prior express written approval by the County Administrator.

8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.

9. Sixty (60) calendar days after expiration or termination of this Agreement, Resident, at Resident's sole cost and expense, shall remove the mobile home, together with any associated fixtures, structures, outbuildings or other improvements owned by the resident from the County site. Failure by Resident to remove these items as provided in this Lease may result in the County having to expend funds for their removal. If such incident occurs, then Resident shall fully reimburse the County, within ten (10) business days of the removal, for all costs/expenses associated with their removal.

10. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval

of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.

11. 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.

12. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.

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

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year set forth above.

St. Johns County

Resident

Michael D. Wanchick
County Administrator

Sean Bruner
Signature
Print Name: Sean Bruner

Approved as to form and legal sufficiency.

Mobile Home Owner

By: _____

Eric C. Pay
Signature
Print Name: Eric C. Pay

ATTEST: George Lareau, Clerk

Witnesses:

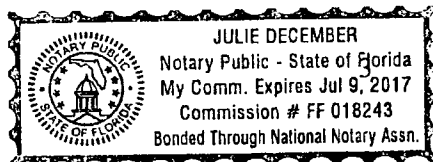
By: _____
Deputy Clerk

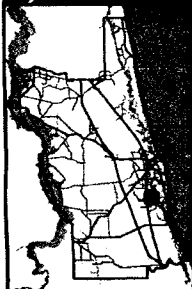
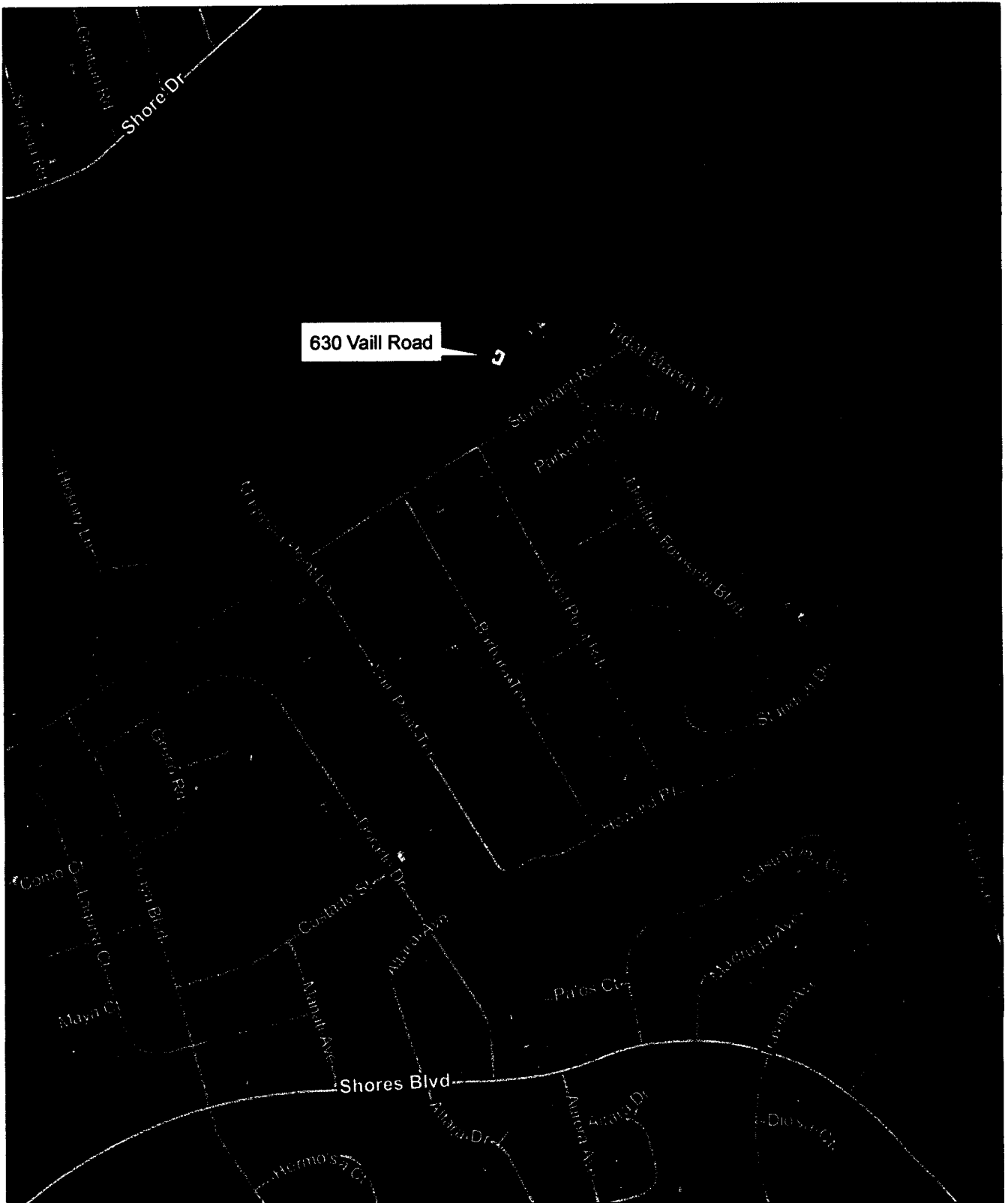
Karen Bruner
Signature
Print Name: Karen Bruner

Julie December
NOTARY

STATE OF FL. COUNTY ST. JOHNS
SWORN BEFORE ME THIS
17 DAY OF Oct 2015
BY Sean Bruner & Eric Pay
ID TYPE: FL Drivers License

Cynthia Williams
Signature
Print Name: Cynthia Williams





2013 Aerial Imagery
 0 250 500
 Feet
 October 26, 2015

Vaill Point Park Resident Tenant

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

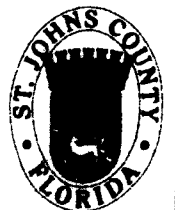


EXHIBIT "B" TO RESOLUTION

CONTRACT AGREEMENT

**Residency at a County Park or County Property by an
Individual with Responsibilities as Overseer Only**

This Contract Agreement ("Agreement") is made and entered this _____ day of _____ 2015, by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and David Ryan Halusky ("Resident"), an individual residing on County property located at the St. Johns County Fairgrounds, 5840 State Road 207, Elkton, Florida 32033.

Provisions for Residency of Mobile Homes on St. Johns County Property:

RECITALS

WHEREAS, Resident is provided a space for placement of a mobile home on County property located at the St. Johns County Fairgrounds, 5840 State Road 207, Elkton, Florida 32033 at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the County site is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the County site, Resident shall keep a watchful eye on the County site (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Resident shall not rent or sublease any space at the County site. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the County site.
2. The County shall provide to Resident water, sewer and electric utilities at no cost to Resident for the duration of Resident's occupancy at the County site. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the County site. Resident shall be responsible for securing and maintaining any additional utilities.
3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the County site. While the County shall be responsible for maintaining the remainder of the County site (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities),

Resident shall notify the St. Johns County Recreation and Parks Maintenance Office of any maintenance issues at the County site.

4. Lessee, at his/her sole expense, shall be responsible for securing and maintaining Renter's/Homeowner's insurance coverage for all personal property and liability. Policy limits for liability shall be maintained at minimum \$100,000. Liability for animals, if retained on property, shall be maintained at minimum policy limits of \$25,000 by endorsement. Automobile liability insurance is required, with limits compliant with laws in the State of Florida.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the County site.

6. Resident shall not operate or maintain any business or conduct any commercial activity at the County site. Resident shall utilize the County site for placement of a mobile home for use as a single-family residence.

7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the County site without prior express written approval by the County Administrator.

8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.

9. Sixty (60) calendar days after expiration or termination of this Agreement, Resident, at Resident's sole cost and expense, shall remove the mobile home, together with any associated fixtures, structures, outbuildings or other improvements owned by the resident from the County site. Failure by Resident to remove these items as provided in this Lease may result in the County having to expend funds for their removal. If such incident occurs, then Resident shall fully reimburse the County, within ten (10) business days of the removal, for all costs/expenses associated with their removal.

10. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval

of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.

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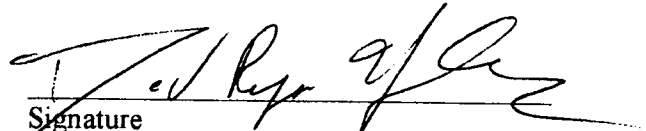
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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year set forth above.

St. Johns County

Resident

Michael D. Wanchick
County Administrator

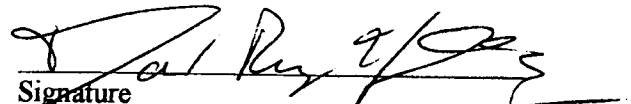


Signature
Print Name: David Ryan Halusky

Approved as to form and legal sufficiency.

Mobile Home Owner

By: _____

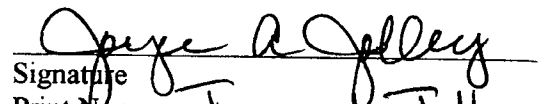


Signature
Print Name: David Ryan Halusky


ATTEST: Cheryl Strickland, Clerk

Witnesses:

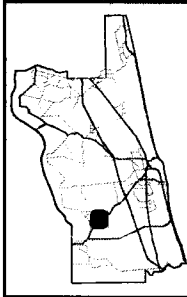
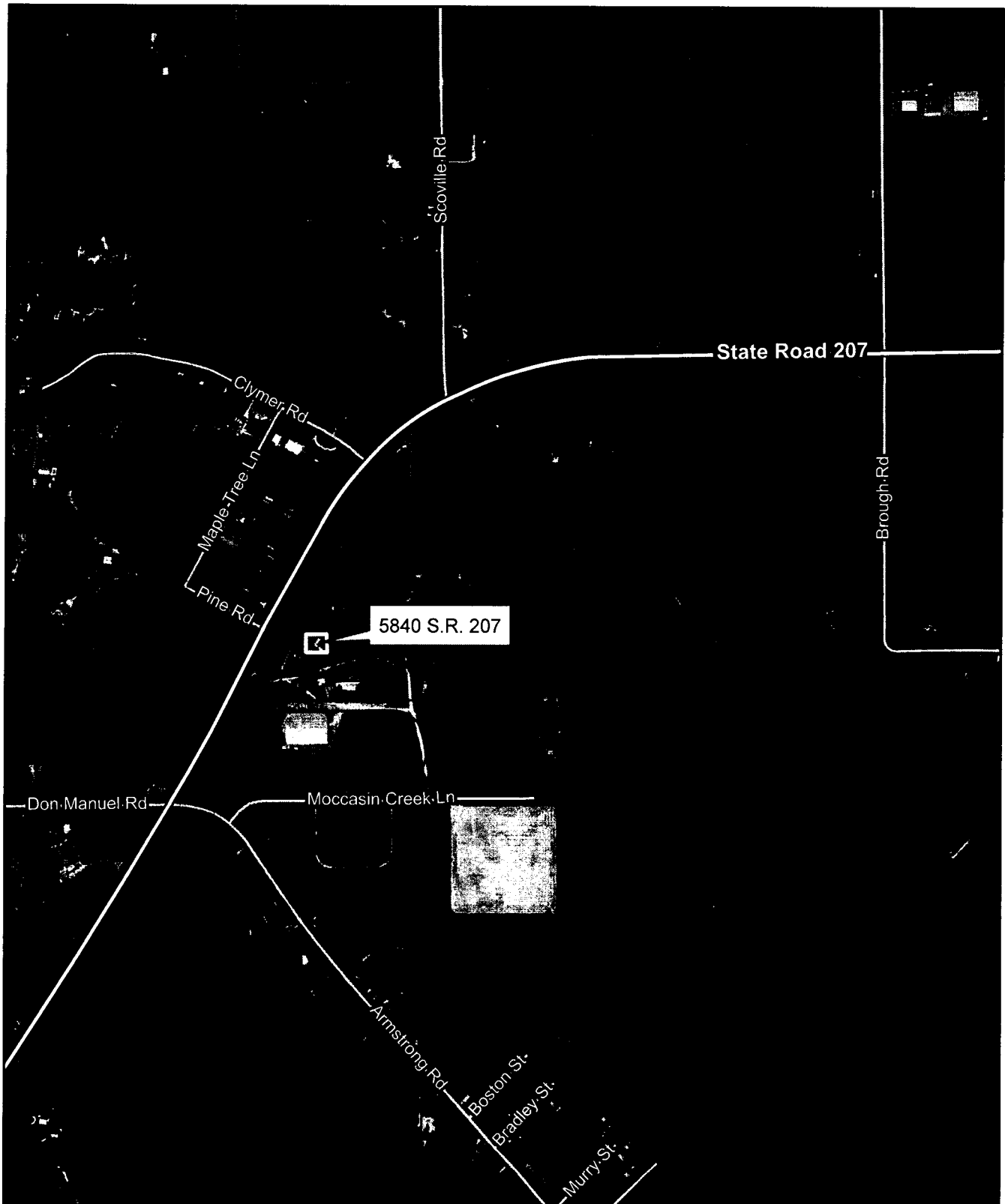
By: _____
Deputy Clerk




Signature
Print Name: Joyce A. Jolley



Signature
Print Name: Sheri Lewis




 2013 Aerial Imagery
 0 300 600
 Feet
 October 26, 2015

St. Johns County
Fairgrounds
Resident Tenant

Land Management
Systems
Real Estate
Division
(904) 209-0764

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

