

RESOLUTION NO. 2019-283

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT ON BEHALF OF THE COUNTY PROVIDING FOR ONSITE SECURITY AT VAILL POINT PARK.

RECITALS

**WHEREAS**, as part of the management plan for certain St. Johns County (County) parks, the Parks and Recreation Department administers agreements with individuals who reside onsite to provide specific security duties; and

**WHEREAS**, the proposed agreement (attached hereto and incorporated herein) provides for such onsite security at Vaill Point Park (Park), by detailing the parties' respective duties and obligations; and

**WHEREAS**, it serves best interest of the County to provide for onsite security at the Park.

**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 an agreement on behalf of the County in substantially the same form and format as attached hereto, providing for onsite security at the Park.

**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 executed 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 12<sup>th</sup> day of September, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron  
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 9/17/19

By: Pam Halteman  
Deputy Clerk



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 \_\_\_\_\_, 2019, 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 **Stephen L. Lewis** ("Resident"), an individual residing on County property located at Vaill Point Park, 630 Vaill Road, St. Augustine, Florida 32086, and **Eric Pay**, 205 Gerona Road, St. Augustine, Florida 32086 ("Mobile Home Owner").

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

**RECITALS**

**WHEREAS**, subject to the terms and conditions contained herein, Resident is provided a mobile home on County property located at Vaill Point Park, 630 Vaill Road, St. Augustine, Florida 32086 (Property); and

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

**WHEREAS**, Resident must be employed by and in good standing with the County at all times during the term of this Agreement, and shall provide proof of such employment. 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 4 below.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. By executing this Agreement, it is explicitly understood that occupancy at the Property by Resident and Mobile Home Owner is strictly for the benefit of the County in order to deter acts of vandalism, trespass or other unlawful activity. Nothing contained in this Agreement shall be construed as conveying or vesting any right to, or interest in, the Property to Resident or Mobile Home Owner.

2. Except as authorized by the County, neither Resident nor Mobile Home Owner shall rent or sublet any space at the Property. With the exception of immediate family members (spouse and dependent children), Resident shall not cause or allow any other individual to reside at the Property.

3. This Agreement shall be for an initial term of one (1) year commencing the first day of the first month following the date noted above. Subject to written approval by the County, the Agreement may be extended annually in successive one (1) year terms, not to exceed seven (7) years, subject to the same terms and conditions contained herein. It is expressly understood by each of the parties hereto that the option to renew this Agreement rests solely with the County. In the event that the County chooses not to exercise its option to renew this Agreement, the County shall provide Resident no less than sixty (60) days written notice prior to the expiration of the then current term.

4. Any party hereto may terminate this Agreement prior to the expiration of any then-current term by providing no less than sixty (60) days prior written notice to the other parties of the effective date of such termination.

5. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the Property. 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 Property. Resident shall be responsible for securing and maintaining any additional utilities.

6. 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 Property. While the County shall be responsible for maintaining the remainder of the Property (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the St. Johns County Recreation and Parks Facility Manager at 904-209-0382 of any maintenance issues at the Property.

7. Resident shall be responsible for performing the tasks outlined in Exhibit "A", attached hereto, incorporated by reference and made a part hereof. Failure to perform such tasks shall constitute cause for termination of this Agreement prior to the expiration of any then-current term.

8. A. Resident, at his/her sole cost and expense, is responsible for securing and maintaining adequate insurance coverage in the types and amounts described herein. Policy limits for property damage and personal injury shall be maintained at a 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, in accordance with limits provided under the laws of the State of Florida.

B. 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, and shall be subject to approval by the County. The County shall be added as an additional insured for all lines of coverage, and shall be provided written notification of any material change to or cancellation of coverage within 30 calendar 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, Real Estate Division, 500 San Sebastian View, St. Augustine, Florida 32084.

C. 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 either Resident or Mobile Home Owner. 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 either Resident or Mobile Home Owner or any of their family, invitees, or guests.

D. The County reserves the right to revise the insurance requirements contained herein. In such case, Resident and Mobile Home Owner shall be provided at least five (5) business days prior notice of any such revisions.

E. Upon request by the County, Resident shall provide proof of adequate insurance. For the duration of this Agreement, any failure by Resident to secure and/or maintain adequate insurance as provided in this section shall constitute cause for immediate termination of this Agreement, with no further action or notice required by the County.

9. To the extent permissible by law, Resident and Mobile Home Owner hereby agree 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 occupancy at the Property as described herein.

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

11. Neither Resident nor Mobile Home Owner shall add any fixtures, structures, outbuildings or construct any permanent improvements at the Property without prior written approval.

12. Within five (5) calendar days after expiration or early termination of this Agreement, Resident, at his/her sole cost and expense, shall remove all personal property from the Property.

13. Unless otherwise authorized by the County, within thirty (30) calendar day after expiration or early termination of this Agreement, Mobile Home Owner, at his/her sole cost and expense, shall remove the mobile home, together with any associated fixtures, structures, outbuildings or other improvements situated in or at the Property.

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

such action shall result in automatic termination of this Agreement without further notice or action required by the County.

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

16. Each of the parties hereto acknowledges that this Agreement constitutes the complete agreement and understanding of the parties. Further each of the parties hereto acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.

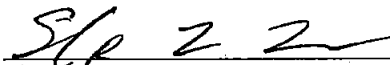
17. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed 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**

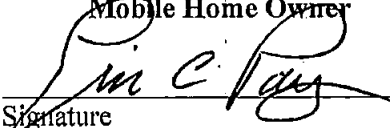
**Resident**

\_\_\_\_\_  
Michael D. Wanchick  
County Administrator

  
\_\_\_\_\_  
Signature  
Print Name: STEPHEN L. LEWIS

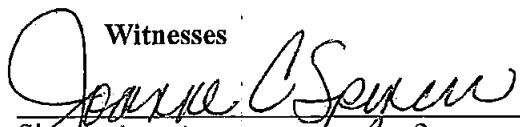
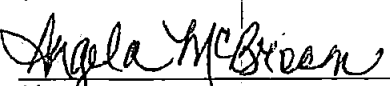
Approved as to form and legal sufficiency.

By: \_\_\_\_\_

**Mobile Home Owner**  
  
\_\_\_\_\_  
Signature  
Print Name: ERIC C. PAY

**ATTEST:** Hunter S. Conrad

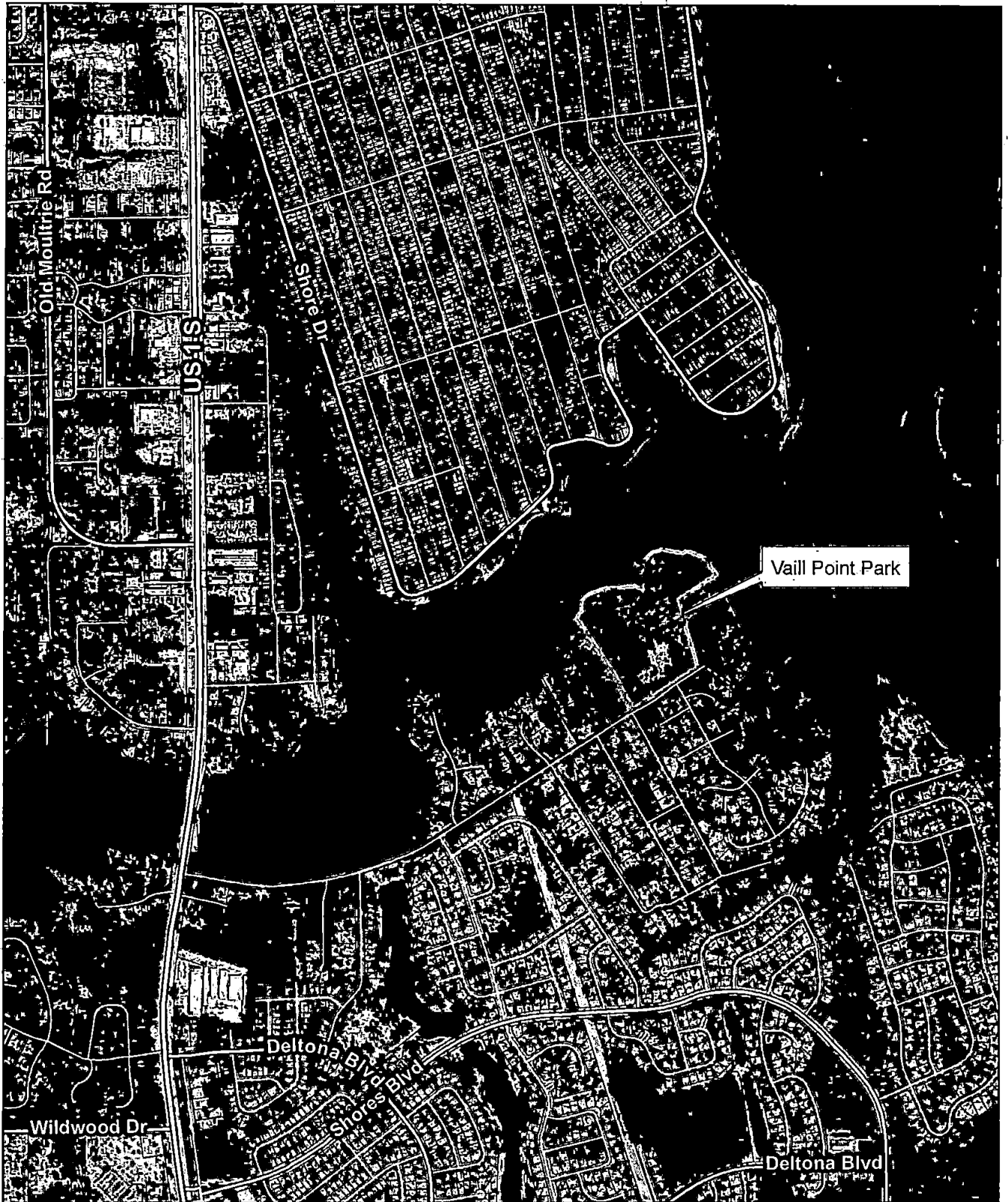
By: \_\_\_\_\_  
Deputy Clerk

**Witnesses**  
  
\_\_\_\_\_  
Signature  
Print Name: Joanne C. Spencer  
  
\_\_\_\_\_  
Signature  
Print Name: ANGELA MCBROOM

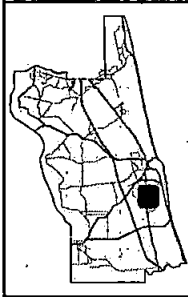
## EXHIBIT A

The Resident shall:

- Tour the Property on a regular basis.
- Close the gate associated with the park at dark
- Maintain a log which will be reviewed by Parks and Recreation staff on a periodic basis to confirm the conditions of the park, safety issues, and the status of the security gates. The log should contain the following information:
  - Date and time the park was patrolled and conditions at the time
  - Date, time and brief description of any maintenance issues that were reported to Parks and Recreation
  - Date, time and brief description of any safety issues that were reported to Parks and Recreation or the St. Johns County Sheriff's Office
  - Date and time the gate at Vaill Point Park was closed
- Report any safety concerns or routine maintenance issues such as trash dumping, broken equipment, grass cutting, etc. that occur in the park during working hours (Monday - Friday, 8am - 5pm) to the St. Johns County Recreation and Parks Facility Manager at 904-209-0382.
- Report any suspicious person, activity, or situation in the park to the St. Johns County Sheriff's Office immediately by calling their non-emergency number at 904-824-8304 or 911 in the case of an emergency.
- Suspicious events to watch for and report:
  - Vandalism
  - Screaming, yelling, or fighting
  - Someone peering into parked cars
  - People loitering or in the park after hours
  - People sleeping in the park
  - The sound of breaking glass or any loud explosive noise
  - Dumping of trash, yard waste, or construction debris in the park



Vaill Point Park



2016 Aerial Imagery  
0 500 1,000  
Feet  
July 18, 2019

### Contract Agreement

## *Vaill Point Park*

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.

