

RESOLUTION NO. 2019- 45

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS FOR RENEWAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY UTILITY DEPARTMENT AND ST. JOHNS COUNTY PARKS AND RECREATION DEPARTMENT FOR USE OF BUILDINGS LOCATED ON WEST 16TH STREET AND MIZELL ROAD.

RECITALS

WHEREAS, Resolution No. 2007-217 approved a Memorandum of Understanding allowing St. Johns County Parks and Recreation to use the former Utility Department building and warehouse located on Mizell Road, and a maintenance building located on West 16th Street; and

WHEREAS, Resolution No. 2012-115 extended the term of the Memorandum of Understanding with the stipulation that at the end of the term the amount of compensation would be reevaluated; and

WHEREAS, from 2007 to 2012 the St. Johns County Parks and Recreation Department paid \$60,143 annually for use of the buildings. In 2012 the rental amount was reduced to \$48,447 due to the economic downturn; and

WHEREAS, St. Johns County Parks and Recreation Department requests further extension of the Memorandum of Understanding, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the economy has rebounded and the parties agree that re-instatement of the \$60,143 rental amount is appropriate. St. Johns County Parks and Recreation Department will pay/transfer to the St. Johns County Utility Department \$60,143 annually for use of said buildings; and

WHEREAS, it is in the best interest of the County to authorize the renewal of the Memorandum of Understanding to eliminate the need for the County to acquire property to accommodate the County Parks and Recreation Department.

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 terms and conditions of the above-described Memorandum of Understanding attached hereto, is hereby approved by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scriveners, or administrative 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 Court is instructed to file the Memorandum of Understanding in the public records of St. Johns County, Florida.

PASSED AND ADOPTED this 19th day of February, 2019.

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

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

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 2/21/19

By: Sam Halterman
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** is intended to provide guidance to St. Johns County staff with respect to use of the former **St. Johns County Utility Department** administrative building and warehouse on Mizell Road, and maintenance building located on West 16th Street.

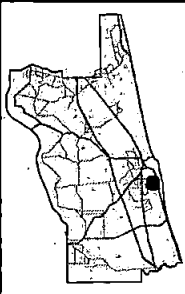
Paramount Public Purpose. Resolution 2007-217 and 2012-115 by the Board of County Commissioners declared that the use, described below, was of Paramount Public Purpose. Such a declaration by the Board serves as a primary rationale for authorizing such use.


Use. Since May 29, 2007 the former **St. Johns County Utility Department** administrative building, warehouse on Mizell Road, and maintenance building located on West 16th Street have been used by the **St. Johns County Parks and Recreation Department**.

Term. Unless use is returned to the **St. Johns County Utility Department**, or the buildings are otherwise disposed of in a manner that is allowed by any applicable law, rule, or policy, then the **St. Johns County Parks and Recreation Department** may continue use of such buildings until September 30, 2018. Thereafter, this Memorandum of Understanding shall be automatically extended in one (1) year increments, on the same terms and conditions as contained herein, providing that neither party notifies the other in writing of intent not to accept such extension at least ninety (90) days prior to the end of the then current termination date.

Payment for Use. For such use, it is agreed that the **St. Johns County Parks and Recreation Department** will pay/transfer to the **St. Johns County Utility Department** an amount of \$60,143 annually. The payment/transfer shall be made in any manner and under any procedures that are acceptable to the County. Beginning on October 1, 2019 and each year thereafter, the rent shall increase annually by an amount equal to two percent (2%) of the then current rent.

Return of Use. Should the **Board of County Commissioners of St. Johns County, Florida**, determine/declare that there is no longer a Paramount Public Purpose for the use by the **St. Johns County Parks and Recreation Department**, then such use shall revert and return to the **St. Johns County Utility Department**. The return and reversion shall occur no later than one year from the date of the **Board's** determination/declaration.




 2013 Aerial Imagery
 0 100 200
 Feet
 March 2, 2018

St. Johns County Utility Department
 and Parks & Recreation Department

Memorandum of Understanding

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.

