

RESOLUTION NO. 2020-200

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A MEMORANDUM OF UNDERSTANDING WITH THE ST. JOHNS COUNTY SHERIFF'S OFFICE FOR USE OF THE FORMER MOSQUITO CONTROL FACILITY LOCATED AT 525 OLD BEACH ROAD.**

**RECITALS**

**WHEREAS**, the St. Johns County Sheriff's Office has requested temporary use of the former Mosquito Control Building located at 525 Old Beach Road to conduct day-to-day operations and to provide for vehicle and equipment storage; and

**WHEREAS**, the St. Johns County Board of County Commissioners and St. Johns County Sheriff's Office have entered into a Memorandum of Understanding, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to detail the parties' respective duties and obligations regarding temporary use of the property; and

**WHEREAS**, the Memorandum of Understanding will be effective for two (2) years,

**WHEREAS**, it is in the best interest of the County to approve the Memorandum of Understanding.

**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, scrivener, 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 16 day of June, 2020.

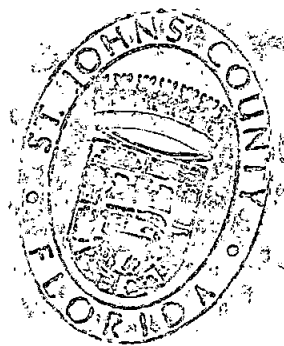
**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By: Jeb S. Smith  
Jeb S. Smith, Chair

**ATTEST:** Brandon Patty, Clerk

By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 6/18/20



**MEMORANDUM OF UNDERSTANDING  
FOR TEMPORARY USE OF COUNTY-OWNED PROPERTY  
BY AND BETWEEN  
ST. JOHNS COUNTY  
AND  
THE ST. JOHNS COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding (MOU) is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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, FL 32084, and the St. Johns County Sheriff's Office, located at 4015 Lewis Speedway, St. Augustine, FL 32084.

**WHEREAS**, St. Johns County (County) is the owner of real property located at 525 Old Beach Road, St. Augustine, Florida 32080, as more particularly described in Exhibit A, attached hereto and incorporated herein (Property); and

**WHEREAS**, the St. Johns County Sheriff's Office (SJCSO) seeks temporary use of the Property to conduct day-to-day operations and to provide for vehicle and equipment storage; and

**WHEREAS**, the County and SJCSO seek to enter into this MOU to detail the parties' respective duties and obligations regarding temporary use of the Property.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged by each of the parties, the County and SJCSO agree as follows:

1. **SJCSO's Term of Use.** The County hereby authorizes SJCSO to temporarily use the Property as described herein beginning on June 16, 2020 through and until June 15, 2022 (Expiration Date). Upon expiration, at the County's sole discretion, SJCSO's term of use may be extended. Such extension shall be in writing and executed by duly authorized representatives of each of the parties.

2. **Termination.** Either the County or SJCSO may terminate SJCSO's term of use prior to the Expiration Day, upon no less than sixty (60) days prior written notice to the other party. Such notice shall be: (1) in writing; (2) include the effective date of termination; and (3) the date that SJCSO will vacate the Premises.

3. **Surrender of the Premises.** Upon expiration or early termination of SJCSO's term of use of the Property as provided herein, SJCSO shall remove all stored equipment and vehicles and peaceably surrender the Property to the County.

4. **Routine Upkeep.** SJCSO shall be responsible for all routine upkeep of the Property associated with its temporary use. Such routine upkeep shall include, but is not limited to, cleaning and

janitorial services, mowing and landscape services, pest control and other routine upkeep related to the operation of the facilities.

**5. Maintenance, Repairs and Utilities.** For the term of SJCSO's use of the Property, the County shall remain responsible for all routine maintenance and repairs of the building systems located on and at the Property. The County shall also remain responsible for the cost of all utilities associated with the Property. The SJCSO shall be responsible for any maintenance and repair of the fuel tank and associated components, as well as all fuel costs.

**6. Improvements and Modifications.** The parties expressly understand and agree that the County shall not be obligated to make any improvements or modifications to or on the Property in order to facilitate SJCSO's temporary use as described herein. The parties further expressly understand and agree that SJCSO shall make no improvements or modifications on or at the Property prior to obtaining the County's written consent and approval.

**7. Assignment.** In light of the nature and purpose of this MOU, neither party shall assign, transfer, and/or sell any of its respective rights or obligations detailed herein.

**8. Hold Harmless/Indemnification.** To the extent permissible by law, SJCSO agrees to indemnify, defend and hold the County and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the SJCSO's use of the Property as described herein.

**9. Amendments.** Any amendments, modifications, or revisions of this MOU shall be in writing, and executed by a duly authorized representative of each party hereto.

**10. Severability.** In the event any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

**11. Execution in Counterparts.** This MOU may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**12. Effect of Failure to Insist on Strict Compliance.** The failure of either party to insist upon strict performance of any provision of this MOU shall not be construed as a waiver of such provision on any subsequent occasion.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU as of the day and year first above written.

**ST. JOHNS COUNTY SHERIFF'S OFFICE**

Witness: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ST. JOHNS COUNTY, FLORIDA**, a  
political subdivision of the State of Florida

Witness: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Hunter S. Conrad  
County Administrator

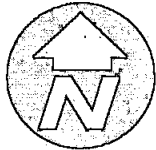
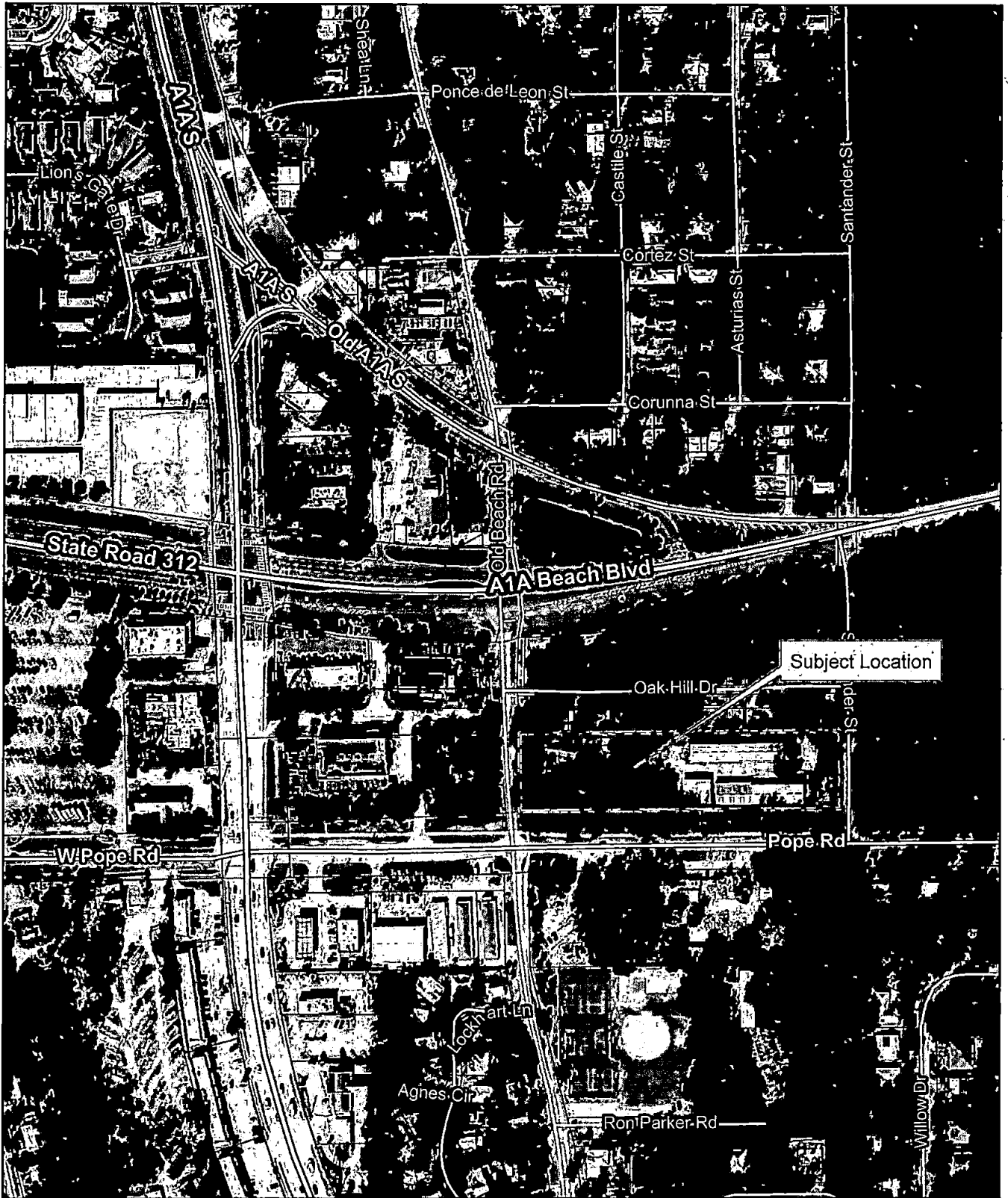
Witness: \_\_\_\_\_

Legal Review

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Office of the County Attorney





2016 Aerial Imagery  
 0 150 300  
 Feet  
 May 15, 2020

Memorandum of Understanding

*St. Johns County  
 Sheriff's Office*

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 herein.

