

RESOLUTION NO. 2021- 423

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 A MEMORANDUM OF UNDERSTANDING WITH THE ST. JOHNS COUNTY SHERIFF'S OFFICE SETTING ASIDE PROPERTY FOR FUTURE CONSTRUCTION OF A POLICE ATHLETIC LEAGUE SPORTS FACILITY.

RECITALS

WHEREAS, the St. Johns County Sheriff's Office (SJCSO) has submitted a Memorandum of Understanding, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, requesting County-owned property located at 3105 Allen Nease Road (the "Property"), be set aside for future construction of a Police Athletic League (PAL) sports facility which may include, but will not be limited to, baseball fields, soccer fields, football fields, multi-use fields, and supporting facilities; and

WHEREAS, prior to commencing construction, SJCSO and the County shall enter into an Operation and Maintenance Agreement assigning SJCSO sole use of the Property and defining each parties' respective duties and obligations regarding its use. The County shall retain operational control and use of the Property until said Operation and Maintenance Agreement has been executed and approved by the Board of County Commissioners; and

WHEREAS, 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 use of the Property as described herein; and

WHEREAS, PAL provides and coordinates programs and activities which contribute to the development of character, integrity, physical and mental fitness, citizenship, sportsmanship and personal well-being of the youth in our community while promoting friendly and cooperative relationships between the participants, their families, and law enforcement officers; and

WHEREAS, PAL's proposed use of the Property will promote community interest and welfare, and create positive relationships between law enforcement officers and the youth in our community.

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 approve the terms of the Memorandum of Understanding and authorize the County Administrator, or designee, to execute said Memorandum.

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 Amendment 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 Clerk's Office.

PASSED AND ADOPTED this 5 day of October, 2021.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

Pam Halterman
Deputy Clerk

RENDITION DATE 10/7/21



**MEMORANDUM OF UNDERSTANDING
FOR 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 _____, 2021, 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 3105 Allen Nease Road, Elkton, Florida 32033 (PIN 101160-0010), as more particularly described in Exhibit A, attached hereto and incorporated herein (Property); and

WHEREAS, the St. Johns County Sheriff's Office (SJCSO) seeks use of the Property for future construction of a Police Athletic League (PAL) sports facility which may include, but will not be limited to, baseball fields, soccer fields, football fields, multi-use fields, and supporting facilities and infrastructure associated with said use; and

WHEREAS, the County and SJCSO seek to enter into this MOU to detail the parties' respective duties and obligations regarding 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:

SJCSO's Term of Use. The County hereby sets aside the property shown on Exhibit A for the uses set forth above, and authorizes SJCSO to use the Property as described herein. Prior to commencing construction, SJCSO and the County shall enter into an Operation and Maintenance Agreement assigning SJCSO sole use of the Property and defining each parties' respective duties and obligations regarding its use. The County shall retain operational control and use of the Property until said Operation and Maintenance Agreement has been executed and approved by the Board of County Commissioners.

1. **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 use of the Property 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. Said future construction and use shall be in compliance with all permissible construction and activities associated with the management plan for the former landfill; and

2. **Routine Upkeep.** SJCSO shall be responsible for all routine upkeep of the Property once construction of the facility commences. Such routine upkeep shall include, but is not limited to, mowing and landscape services, trash removal, and other routine upkeep related to the operation of the facilities.

3. **Maintenance, Repairs and Utilities.** The County shall remain responsible for the cost of all utilities associated with the Property.

4. **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.

5. **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.

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

7. **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.

8. **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.

9. **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.

Witness: Due

Print Name: Larry Darden

Witness: [Signature]

Print Name: Dir. R. Martin 2019

ST. JOHNS COUNTY SHERIFF'S OFFICE

By: [Signature]

Print Name: PERRY HAZEMAN

Title: DIRECTOR - GENERAL SERVICES

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

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

By: _____

Hunter S. Conrad
County Administrator

Legal Review

By: _____

Office of the County Attorney

EXHIBIT "A" TO
MEMORANDUM OF UNDERSTANDING

Allen Nasser Rd

FUTURE
PAL SPORTS
COMPLEX

