

RESOLUTION NO. 2022- 32

**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 AN OPERATION AND MAINTENANCE AGREEMENT WITH THE ST. JOHNS COUNTY SHERIFF'S OFFICE AND THE HISTORIC ST. JOHNS COUNTY POLICE ATHLETIC LEAGUE, INC. FOR FUTURE CONSTRUCTION OF A SPORTS FACILITY.**

**RECITALS**

**WHEREAS**, St. Johns County and the St. Johns County Sheriff's Office (SJCSO) entered into a Memorandum of Understanding, approved by Resolution No. 2021-423 dated October 5, 2021, setting aside a portion of County-owned property located at 3105 Allen Nease Road 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, Resolution No. 2021-423 instructed SJCSO, PAL and the County enter into an Operation and Maintenance Agreement, attached hereto as Exhibit "A" and by reference incorporated herein, defining each parties' respective duties and obligations regarding use of the Property; 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 or PAL'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**, SJCSO and 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 Operation and Maintenance Agreement and authorize the County Administrator, or designee, to execute said Agreement.

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 Operation and Maintenance Agreement in the Clerk's Office.

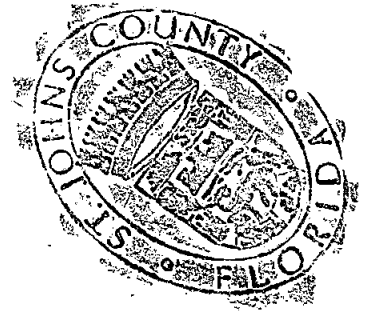
PASSED AND ADOPTED this 1<sup>st</sup> day of February, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Henry Dean  
Henry Dean, Chair

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

Pam Halterman  
Deputy Clerk



RENDITION DATE 2/3/22

EXHIBIT "A" TO RESOLUTION

**OPERATION AND MAINTENANCE AGREEMENT  
FOR USE OF COUNTY-OWNED PROPERTY  
BY AND BETWEEN  
ST. JOHNS COUNTY  
THE ST. JOHNS COUNTY SHERIFF'S OFFICE  
AND  
THE HISTORIC ST. JOHNS COUNTY POLICE ATHLETIC LEAGUE, INC.**

This Operation and Maintenance Agreement (O&M) is made and executed on this \_\_\_\_\_ day of February, 2022, 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, the St. Johns County Sheriff's Office, located at 4015 Lewis Speedway, St. Augustine, FL 32084 and The Historic St. Johns County Police Athletic League, Inc., a Florida not-for-profit corporation, 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) and The Historic St. Johns County Police Athletic League, Inc. (PAL) seek use of the Property for future construction of a sports facility which may include, but will not be limited to, baseball fields, soccer fields, multi-use fields, and supporting facilities and infrastructure associated with said use as shown on Exhibit B, attached hereto and incorporated herein; and

**WHEREAS**, the County, SJCSO and PAL seek to enter into this O&M to detail the parties' respective duties and obligations regarding use of a portion 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, SJCSO and PAL agree as follows:

- 1. SJCSO's Usage.** The County hereby authorizes SJCSO to install a modular unit in the southeast corner of the Property, as shown on Exhibit B, for use as a temporary office. The County shall retain operational control and use of the remaining Property identified in Exhibit A until construction of the sports facility commences or until such time as SJCSO requires use of additional property located within Exhibit A.
- 2. Termination.** Either the County or SJCSO may terminate SJCSO's and PAL's use of the Property, upon no less than six (6) month 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 and/or PAL will vacate the Premises.

**3. 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 or PAL's use of the Property as described herein. The parties further expressly understand and agree that neither SJCSO nor PAL shall make any improvements or modifications on or at the Property prior to obtaining the County Administrator'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.

**4. Routine Upkeep.** SJCSO shall be responsible for all routine upkeep of the immediate area surrounding the modular to be located in the southeast corner of the Property. 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 facility. St. John's County Landfill personnel, or their sub-contractors, shall be responsible for mowing and landscaping the remaining property shown in Exhibit A until the future improvements have been completed. Once the sports facilities are completed, SJCSO and/or PAL will be responsible for the maintenance of those improvements.

**5. Maintenance, Repairs and Utilities.** The County shall not be responsible for the cost of any utilities associated with the modular, including telecommunication utilities (telephone/voice mail/internet/wi-fi), security system, electricity, gas, water, sewage and solid waste removal.

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

**7. Hold Harmless/Indemnification.** To the extent permissible by law, SJCSO and PAL agree 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 or PAL's use of the Property as described herein.

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

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

**10. Execution in Counterparts.** This O&M 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this O&M as of the day and year first above written.

Witness: Due

Print Name: Larry Darden

Witness: Kimberly Elam

Print Name: Kimberly Elam

ST. JOHNS COUNTY SHERIFF'S OFFICE

By: [Signature]

Print Name: PERRY HAGAMAN

Title: Director

THE HISTORIC ST. JOHNS COUNTY POLICE ATHLETIC LEAGUE, INC.

Witness: [Signature]

Print Name: CPT BRADY THOMPSON

Witness: [Signature] 2019

Print Name: LT. DAVID TARRERT

By: [Signature] 3399

Print Name: SGT. SHELDON YORK

Title: SERGEANT / PAL EXECUTIVE DIRECTOR

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

Allen West Rd

EXHIBIT "A" TO  
OPERATION AND MAINTENANCE AGREEMENT



