

RESOLUTION NO. 2024-199

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A RENEWAL INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND ST. JOHNS COUNTY SCHOOL DISTRICT TO PROVIDE BUS TRANSPORTATION FOR SUMMER CAMP PROGRAMS; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

Recitals

**WHEREAS**, on June 1, 2018 the St. Johns County (“County”) and the St. Johns County School District (“District”) entered into an Interlocal Agreement in accordance with section 163.01, F.S. that authorizes both entities to make the most efficient use of their respective powers and resources to provide public services and facilities; and

**WHEREAS**, pursuant to section 163.01, F.S. the County seeks to renew the Interlocal Agreement (“Agreement”) with the District for the use of District owned buses to transport local children participating in summer activities facilitated by the County’s Parks and Recreation Department; and

**WHEREAS**, the rates contained in the proposed Agreement (attached and hereto incorporated within) shall be expended from the Parks and Recreation Department budget; and

**WHEREAS**, the County recognizes that renewing the existing Agreement included in RES. 2018-140, for transportation with the District for a 5 year term, effective immediately, best serves the interests of the County.

**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 (“Board”) authorizes the County Administrator, or designee, to execute an Agreement with the District, in substantially the same form and format as attached, to provide bus transportation for local children participating in summer camp programs facilitated by the Parks and Recreation Department.

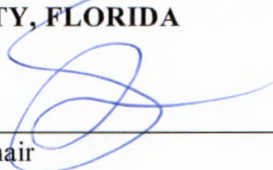
**Section 3.** To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns


County, Florida, this 7th day of May, 2024.

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

Rendition Date MAY 09 2024

By:   
Sarah Arnold, Chair

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

By:   
Deputy Clerk





## INTERLOCAL AGREEMENT EXTENSION Parks and Recreation Transportation Services

This Interlocal Agreement Contract Extension is made as of this 9th day of April, 2024, 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, hereinafter referred to as the "County", and the St. Johns County School District, a unit of local government charged with operating the public schools located in St. Johns County, Florida, with offices located at 40 Orange Street, St. Augustine, Florida, 32084, hereinafter referred to as the "District." In consideration of the mutual promises contained herein, the County and the District agree as follows:

### 1. Scope of Services.

The District's responsibility under this Agreement is to provide to the County use of District owned buses and a list of qualified drivers to transport local children participating in summer activities facilitated by the County's Parks and Recreation Department. Operation of District owned buses shall be conducted only by qualified drivers included on the list, and the list of qualified drivers shall be attached hereto as Exhibit A and incorporated herein by this reference prior to execution of this Agreement. Such attachment and incorporation of the list shall be a condition precedent to performance by the County under this Agreement.

### 2. Term and Extension.

The term of this Agreement shall be effective on June 1, 2024, and shall continue through and until 11:59 p.m., Eastern Standard Time, on August 31, 2034 ("Expiration Date"). The Agreement may be extended upon prior written approval by both parties. It is expressly noted that, while this Agreement may be extended as stated herein, neither the County nor the District is under any obligation to extend this Agreement. **Exhibit A** must be updated prior to each June 1 throughout the term of this Agreement as stated in paragraph 2.

### 3. Termination.

This Agreement may be terminated upon either the County or the District providing at least thirty (30) days prior written notice to the other party of such notice of termination. Such written notification shall state that either the County or the District intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Agreement, the District shall be compensated for any services and/or mileage that are both authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement.

### 4. Compensation and Invoicing.

- a. The County shall compensate the District through August 31, 2024, at an average rate of fifty-five dollars (\$55.00) per hour of service and sixty-five cents (.65) per mile traveled. In calculating compensation, trips shall consist of transportation from last duty place back to originating duty place. Starting June 1, 2025, the County will compensate the District each June 1 – August 31 period at the District's then-current field trip rate, provided the County

has sufficient available funds pursuant to paragraph 5. Payment is from last duty place back to originating duty place.

- b. Invoices/bills shall be submitted bi-weekly to the County by the District. The County shall submit payment of the invoices/bills to the District within thirty (30) days of receipt. Although there is no billing form or format pre-approved by either the County or the District, bills/invoices submitted by the District shall detailed the total number of hours that service is performed and the total number of miles traveled. The County may return a bill/invoice from the District, and request additional documentation/information related to the hours of service and/or mileage. Under such circumstances, the time frame for payment will be extended by the time necessary to receive a clarified bill/invoice. Unless otherwise notified, bills/invoices should be delivered to: St. Johns County Parks and Recreation Department, Attn: Ryan Kane, 2175 Mizell Road, St. Augustine, FL 32080.

**5. Availability of Funds.**

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the District cannot demand that the County provide any such funds in any given County Fiscal Year.

**6. Insurance.**

The District shall acquire and provide proof of insurance coverage in the types and amounts mutually agreed upon by the parties prior to execution of this Agreement. Such coverage shall be maintained by the District for the Term of this Agreement. Proof of insurance shall be provided to the County upon execution of this Agreement. The District shall provide the County no less than thirty (30) days prior notice of any changes to, or cancellation of, the insurance coverage noted herein. Failure by District to provide such notice shall constitute cause for automatic termination of this Agreement without further notice or action required on the part of the County.

**7. Indemnification.**

To the extent permissible by law, the County shall indemnify, defend and hold harmless the District, its officers, and employees, from any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent that such liabilities, damages, losses and costs are directly or indirectly caused by the negligence, recklessness, intentional and/or unintentional act or omission of the County and other persons employed or utilized by the County in performance of this Agreement. Nothing in this Agreement shall be deemed or otherwise interpreted as (1) waiving the County's sovereign immunity protections, (2) consent to be sued by third parties, or (3) increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The limit of the County's liability shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

**8. Independent Contractor Status.**

The District is, and shall be, in the performance of all services and activities under this Agreement, an Independent Contractor, and not an employee, agent, official, or servant of the County.

**9. No Third Party Beneficiaries.**

The County and the District explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**10. Severability.**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**11. Governing Law and Venue.**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

**12. Notices.**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Parks and Recreation Department  
Attn: Ryan Kane, Director  
2175 Mizell Road  
St. Augustine, FL 32080

and if sent to the District shall be mailed to:

Tim Forson, Superintendent  
St. Johns County School District  
400 Orange Street  
St. Augustine, FL 32084

Upchurch, Bailey and Upchurch  
Frank Upchurch, Esquire  
780 N Ponce De Leon Blvd  
St. Augustine, FL 32084

**13. Headings and Captions.**

The headings and captions contained herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

**14. Public Records.**

The District must comply with the State of Florida's Public Records Statute (Chapter 119). Without limiting the foregoing, the District will, and will require any subcontractor under this Agreement, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;

3. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if the District does not transfer the records to the County; and
4. Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of District or keep and maintain for inspection and copying all public records required by the County to perform the Work.

If Contractor, upon expiration of this Agreement or earlier termination thereof: i) transfers all public records to the County, District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, District shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by District to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, [PUBLICRECORDS@SJCFL.US](mailto:PUBLICRECORDS@SJCFL.US), [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)**

**15. Survival.**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Insurance; (2) Indemnification; and (3) Public Records.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]  
[SIGNATURES FOUND ON FOLLOWING PAGE]

IN WITNESS WHEREOF, authorized representatives of the County and District have executed this Agreement on the day and year below noted.

**County:**

\_\_\_\_\_  
Joy Andrews, County Administrator

\_\_\_\_\_  
Date

**District:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

*Tim Forson*

*Tim Forson, Superintendent*

*April 9, 2024*

**ATTEST:**

Brandon J. Patty, St. Johns County Clerk of the Circuit Court and Comptroller

**BY:** \_\_\_\_\_

Deputy Clerk

\_\_\_\_\_  
Date

**Legal Review By:**

\_\_\_\_\_  
Senior Assistant County Attorney

\_\_\_\_\_  
Date

**Legal Review By:**

\_\_\_\_\_  
School District Attorney

\_\_\_\_\_  
Date

**EXHIBIT A**  
**QUALIFIED DRIVER LIST**



RESOLUTION NO. 2018- 140

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND ST. JOHNS COUNTY SCHOOL DISTRICT TO PROVIDE BUS TRANSPORTATION FOR SUMMER CAMP PROGRAMS.**

**WHEREAS**, section 163.01, F.S. authorizes the St. Johns County (County) and the St. Johns School District (District) to make the most efficient use of their respective powers and resources by entering into an interlocal agreement to provide public services and facilities; and

**WHEREAS**, pursuant to section 163.01, F.S., the County seeks to enter into an interlocal agreement with the St. Johns County School District ("District") for the use of District owned buses to transport local children participating in summer activities facilitated by the County's Parks and Recreation Department; and

**WHEREAS**, the rates contained in the proposed interlocal agreement (attached hereto and incorporated herein) shall be expended from the Recreation and Parks Department budget; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed interlocal agreement for transportation; and

**WHEREAS**, entering into this interlocal agreement with the District best serves the interests of the County.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of St. Johns County, Florida that:

**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 ("Board") authorizes the County Administrator, or designee, to execute an interlocal agreement with the District, in substantially the same form and format as attached, to provide bus transportation for local children participating in summer camp programs facilitated by the Recreation and Parks Department.

**Section 3.** To the extent that there are typographical or administrative errors that do not change the tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 15 day of May 2018.

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

Henry Dean  
Chair

RENDITION DATE 5/17/18

ATTEST: HUNTER S. CONRAD, CLERK

By: Sam Halterman  
Deputy Clerk





**INTERLOCAL AGREEMENT**  
**Between St. Johns County and the St. Johns County School District**  
**For**  
**Parks and Recreation Summer Transportation**

This Interlocal Agreement (Agreement) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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, hereinafter referred to as the "County", and the **St. Johns County School District**, a unit of local government charged with operating the public schools located in St. Johns County, Florida, with offices located at 40 Orange Street, St. Augustine, Florida, 32084, hereinafter referred to as the "District." In consideration of the mutual promises contained herein, the County and the District agree as follows:

**1. Purpose.**

Section 163.01, F.S. authorizes the County and the District to make the most efficient use of their respective powers and resources by entering into an interlocal agreement to provide public services and facilities. Accordingly, for the duration of this Agreement, the District shall provide to the County use of District owned buses, operated by qualified drivers, to transport local children participating in summer activities facilitated by the County's Parks and Recreation Department for the period beginning June 1<sup>st</sup> through and until July 30<sup>th</sup> of each year. In performance of this Agreement, the District shall ensure that each bus is operated by a licensed and properly certified (as applicable) driver, qualified to operate a District owned bus.

**2. Term and Extension.**

The Term of this Agreement shall begin on June 1, 2018 ("Effective Date"), and shall continue through and until 11:59 p.m., Eastern Standard Time, on August 31, 2023 ("Expiration Date"). The Term of this Agreement may be extended upon prior written consent and approval by both parties. It is expressly noted that, while the Term of this Agreement may be extended as stated herein, neither the County nor the District is under any obligation to extend the Term of this Agreement.

**3. Termination.**

This Agreement may be terminated without cause upon either the County, or the District providing at least thirty (30) days prior written notice to the other party of such notice of termination. Such written notification shall indicate that either the County or the District intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Agreement, the District shall be compensated for any services and/or mileage that are both authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement.

**4. Compensation and Invoicing.**

a. The County shall compensate the District at an average rate of fifty-five dollars (\$55) per hour of service and sixty-five cents (.65) per mile traveled. In calculating compensation, trips shall consist of transportation from last duty place back to originating duty place. The rates provided herein shall be firm for the entire Term of this Agreement.

b. Invoices/bills shall be submitted to the County by the District bi-weekly. The County shall submit payment of the invoices/bills to the District within thirty (30) days of receipt. Although there is no billing form or format pre-approved by either the County, or the District, bills/invoices submitted by the District shall detailed the total number of hours that service is performed and the total number of miles traveled. The County may return a bill/invoice from the District, and request additional documentation/information related to the hours of service and/or mileage. Under such circumstances, the time frame for payment will be extended by the time necessary to receive a clarified bill/invoice. Unless otherwise notified, bills/invoices should be delivered to: St. Johns County

**5. Availability of Funds.**

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year (October 1<sup>st</sup> through September 30<sup>th</sup>). Moreover, it is expressly noted that the District cannot demand that the County provide any such funds in any given County Fiscal Year.

**6. Insurance.**

The District shall acquire and provide proof of insurance coverage in the types and amounts mutually agreed upon by the parties prior to execution of this Agreement. Such coverage shall be maintained by the District for the Term of this Agreement. Proof of insurance shall be provided to the County upon execution of this Agreement. The District shall provide the County no less than thirty (30) days prior notice of any changes to, or cancellation of, the insurance coverage noted herein. Failure by District to provide such notice shall constitute cause for automatic termination of this Agreement without further notice or action required on the part of the County.

**7. Indemnification.**

a. The County shall indemnify, defend and hold harmless the District, its officers, and employees, from any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent that such liabilities, damages, losses and costs are directly or indirectly caused by the negligence, recklessness, intentional and/or unintentional act or omission of the County and other persons employed or utilized by the County in performance of this Agreement. However, the County's obligation to indemnify the District shall not exceed the monetary limits of sovereign immunity prescribed by Florida Statute 768.28.

b. The District shall indemnify, defend and hold harmless the County, its officers, and employees, from any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent that such liabilities, damages, losses and costs are directly or indirectly caused by the negligence, recklessness, intentional and/or unintentional act or omission of the District and other persons employed or utilized by the District in performance of this Agreement. However, the District's obligation to indemnify the County shall not exceed the monetary limits of sovereign immunity prescribed by Florida Statute 768.28.

c. This provision relating to indemnification, is separate and apart from, and is no way limited by, any insurance provided pursuant to this Agreement, or otherwise.

d. Nothing in this Agreement shall be interpreted or construed to mean that either the County or the District waives its common law sovereign immunity as provided under Section 768.28, Florida Statutes, or consents to being sued hereunder.

e. These provisions relating to indemnification shall survive the termination/expiration of this Agreement.

**8. No Third Party Beneficiaries.**

Both the County and the District explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**9. Severability.**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**10. Governing Law and Venue.**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

**11. Notices.**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Parks and Recreation Department  
Attn: Wil Smith  
2175 Mizell Road  
St. Augustine, FL 32080

and if sent to the District shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Headings and Captions.**

The headings and captions contained herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

**13. Survival.**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Insurance; (2) Indemnification; and (3) Public Records.

IN WITNESS WHEREOF, authorized representatives of the County, and District have executed this Contract Agreement on the day and year below noted.

**County:**

**District:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**  
**HUNTER S. CONRAD, CLERK**

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**Legal Review By:**

**Legal Review By:**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
District Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

31

**AGENDA ITEM  
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

*Deadline for Submission - Wednesday 9 a.m. - Thirteen Days Prior to BCC Meeting*

5/7/2024

**BCC MEETING DATE**

**TO:** Joy Andrews, County Administrator

**DATE:** April 9, 2024

**FROM:** Jeremy B. Robshaw, Chief - Administrative Services

**PHONE:** 904 209-1750

**SUBJECT OR TITLE:** Memorandum of Understanding between St. Johns County and the St. Johns County Firefighters Benevolent Fund Inc for the construction of a Firefighter Memorial Garden at Fire Headquarters.

**AGENDA TYPE:** Consent Agenda, Contract, Resolution

**BACKGROUND INFORMATION:**

This MOU between St. Johns County and the St. Johns County Firefighters Benevolent Fund Inc for the construction of a Fallen Firefighter Memorial Garden at Fire Headquarters located at 3865 Gaines Road. The memorial will be completed utilizing donated funding from various sponsors and community members with no costs and/or continued maintenance required by the County.

1. IS FUNDING REQUIRED? No 2. IF YES, INDICATE IF BUDGETED. Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2024-\_\_\_\_\_, approving and authorizing the County Administrator, or designee, to execute and deliver, on behalf of the County, a Memorandum of Understanding between St. Johns County and St. Johns County Firefighters Benevolent Fund Inc. for the construction of a Fallen Firefighter Memorial Garden at Fire Headquarters, in substantially the same form as attached hereto.

**For Administration Use Only:**

**Legal:** Kealey West 4/16/2024

**OMB:** ARM 4/16/2024

**Admin:** Brad Bradley 4/22/2024

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ST. JOHNS COUNTY, FLORIDA  
AND  
ST. JOHNS COUNTY FIREFIGHTERS BENEVOLENT FUND, INC.**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is made and entered by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida ("County"), whose address is 500 San Sebastian View, St. Augustine Florida, 32084, and ST. JOHNS COUNTY FIREFIGHTERS BENEVOLENT FUND, INC., a Florida not-for-profit corporation ("Fund"), whose address is 209 S. Ponce de Leon Blvd., St. Augustine, Florida 32084.

**WITNESSETH:**

**WHEREAS**, the Fund seeks to construct and install a memorial monument and garden to honor fallen firefighters ("Memorial") at a specific location on the north side of the St. Johns County Fire Administration Building at 3657 Gaines Road, St. Augustine, Florida, Parcel Identification Number 073050-0060, as more specifically depicted on the site plan attached hereto and incorporated herein as **EXHIBIT A** ("Memorial Area"); and

**WHEREAS**, the Fund has secured, or will have secured, all applicable federal, state, and local permits, licenses, and approvals for the Memorial; and

**WHEREAS**, the Fund desires the ability to convey the Memorial to the County upon completion of construction; and

**WHEREAS**, the County has agreed to allow the Memorial to be constructed and installed within the Memorial Area and for said improvements to be conveyed to the County upon approval by the St. Johns County Board of County Commissioners ("Board"), subject to the terms, conditions, provisions, and requirements of this MOU, including, among other things, to indemnify and hold the County harmless, to the extent allowed by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such construction and installation of the Memorial; and

**WHEREAS**, the parties hereto seek to enter into this MOU to detail their respective duties and obligations associated with use of the Memorial Area.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration as provided for herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto now desire to enter into this MOU and submit to the following terms:

**Section 1.** Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated as a material part of this MOU, and said recitals are adopted as findings of fact.

**Section 2.** License. Subject to the following terms and conditions, the County hereby



grants to the Fund, its successors and assigns, contractors, invitees, and licensees, and the Fund hereby accepts, a non-exclusive license to enter onto the Memorial Area to construct, access, and use the Memorial Area.

a. The Fund shall be solely responsible for all costs and expense of construction and installation of the Memorial, and shall be the owner of the Memorial for all purposes until completion of construction and acceptance of conveyance of the improvements by the County as provided in subsection g., below.

b. To the extent required by all applicable local, state, and federal regulations, at its sole cost and expense, the Fund shall secure and maintain all permits, licenses, and approvals necessary to construct and install the Memorial.

c. Construction plans for the Memorial shall be reviewed and approved by the St. Johns County Facilities Management Department prior to commencement of construction and installation of the Memorial. No material deviations between the work approved by the County and the work as completed in constructing and installing the Memorial shall be authorized without prior written approval by the County. Failure to obtain approval prior to completing any such deviations shall constitute cause for termination of this MOU and revocation of County's grant of license to construct and install the Memorial.

d. The Memorial shall be constructed and installed in a good and workmanlike manner. The County reserves the right to inspect the construction and installation of the Memorial at any time it deems necessary to ensure that the Memorial is constructed and installed in accordance with the terms and conditions of this MOU.

e. Materials and equipment necessary for the construction or installation of the Memorial may be stored within the Memorial Area only in such a way as to not impede or alter drainage or create any hazard or danger to public health, safety, or welfare.

f. No portion of the Memorial shall in any way impede or alter drainage or create any hazard or danger to public health, safety, or welfare.

g. Construction of the Memorial shall be completed no later than one (1) year after the effective date of this MOU. Any request by the Fund for an extension of time to complete construction of the Memorial shall be provided in writing to the County at least sixty (60) days before the date noted above.

h. Upon completion of construction of the Memorial, the Fund shall provide the County with the following:

(i) An executed Bill of Sale for the Memorial from the Fund to the County, in substantially the same form and format as attached hereto as **EXHIBIT B**;

(ii) An executed Final Release of Lien from the contractor for labor, services or materials, in substantially the same form and format as attached hereto

as **EXHIBIT C**; and

(iii) An executed Warranty from the contractor in favor of the County, in substantially the same form and format as attached hereto as **EXHIBIT D**.

Acceptance by the County of the above and of conveyance of ownership of the Memorial shall be subject to the approval of the Board.

i. The parties expressly stipulate that this MOU is a license for permissive use only, and that any construction, installation, maintenance, repair, or replacement of the Memorial shall not operate to create or vest any property rights in the Memorial Area to the Fund or its successors, assigns, officers, directors, or any other person or entity.

j. For the duration of this MOU, the Fund shall comply with all applicable local, state, and federal laws, rules, regulations, orders, and policies governing construction and installation of the Memorial.

**Section 3.** The County's Rights and Obligations Regarding Maintenance, Repair, Replacement, and Removal. The parties acknowledge, understand and agree that nothing in this MOU nor acceptance of the Memorial by the County pursuant to Section 2.h, above, shall be construed to require the County to repair or replace said improvements, or any portion thereof, should they be destroyed or damaged beyond repair for any reason or cause whatsoever, or to perform any maintenance, repair, or replacement of any portion of said improvements at all. The parties further acknowledge, understand, and agree that the County reserves and maintains the right to remove all or any portion of said improvements at any time for any reason or cause whatsoever.

**Section 4.** Indemnification. The Fund shall indemnify, defend, and hold the County, its officials, officers, employees, contractors, invitees and agents harmless from all claims (including tort-based, contractual, injunctive and/or equitable), losses (including personal and/or real), liability, damages, injuries, death, costs (including attorneys' fees), suits, and administrative actions arising out of, or in connection with, the exercise of the license rights granted herein, including but not limited to the Fund's negligent, willful, or intentional acts or omissions in the construction and installation of the Memorial. Nothing contained in this MOU is intended to nor shall be construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statute, as amended, or other applicable statute, or of the County's sovereign immunity.

**Section 5.** Insurance. The Fund shall not commence work under this MOU until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Fund shall furnish proof of insurance to the County prior to the commencement of work, and the Certificate shall be reviewed and approved by the County's Risk Management Department. The Certificate(s) shall clearly indicate the Fund has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include a waiver of subrogation in favor of the County and

shall name the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Fund of its liability and obligations under this MOU.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
Attn: Laura S. Dodd, Risk Manager  
500 San Sebastian View  
St. Augustine, FL 32084

The Fund shall maintain during the life of this MOU, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Fund from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Fund or by anyone directly employed by or contracting with the Fund.

The Fund shall maintain during the life of this MOU, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law. If the Fund is not required to carry Workers' Compensation Insurance coverage as defined in Chapter 440, Florida Statutes, this requirement may be waived. The Fund understands and acknowledges that any Worker's Compensation Insurance held or maintained by the County will not provide coverage for any bodily injury, including death, arising out of, or in connection with, the construction or installation of the Memorial, including but not limited to any bodily injury to, or death of, a County employee providing service to or working on behalf of the Fund.

In the event of unusual circumstances, the County may adjust these insurance requirements.

**Section 6. Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the County: St. Johns County Facilities Management Department  
Attn: Director  
2416 Dobbs Road  
St. Augustine, Florida 32086

With Copies to: St. Johns County Office of County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084

St. Johns County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084

If to the Fund: St. Johns County Firefighter Benevolent Fund  
Attn: Dave Stevens, President  
209 S. Ponce de Leon Blvd.

**Section 7. General Terms and Conditions.**

a. Term. This MOU shall be effective upon full execution by the parties, and shall remain in effect until such time as (i) the construction and installation of the Memorial has been completed, the Memorial have been accepted by the County pursuant to Section 2.h, above, and the required Warranty has expired, or (ii) upon mutual consent of the parties in writing to terminate this MOU.

b. Governing Law and Venue. This MOU shall be construed according to the laws of the State of Florida without regard to choice or conflict of law provisions. Venue for any administrative and/or legal action arising under this MOU shall be in St. Johns County, Florida.

c. Merger. This MOU, including all the attached exhibits, constitutes the entire MOU between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this MOU.

d. Amendments to MOU. The County and the Fund acknowledge that this MOU constitutes the complete agreement and understanding of both parties. Both parties acknowledge that any amendments to this MOU shall be in writing, and executed by authorized representatives of each party.

e. Relationship of the Parties. The parties agree that this MOU does not and shall not be construed as or constitute an agency, partnership, joint venture, or other fiduciary or confidential relationship between the County and the Fund.

f. No Third-Party Beneficiaries. Both the County and the Fund expressly agree that nothing in this MOU shall be construed to confer or infer third party beneficiary status or interest to any person or entity, including but not limited to the officers, directors, members, shareholders, and owners of the Fund, and the heirs, successors, or assigns thereof.

g. Assignment. In light of the scope of and rationale for this MOU, the Fund may not assign, transfer, or sell any of its rights and obligations under this MOU for construction of portions of the Memorial on the County's Right-of-Way, without the express written approval by the County, which approval may not be unreasonably withheld. Should the Fund assign, transfer, or sell any of the rights or obligations under this MOU without the required prior written approval by the County, or should the Fund be dissolved or otherwise cease to operate or exist, this MOU shall be deemed to be automatically terminated and the license described herein automatically revoked, without further notice or action required by the County.

h. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this MOU shall be subject to the applicable provisions of the Florida Public Records Law (Florida Statutes, Chapter

119), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

i. Enforcement. A default by either party under this MOU shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

j. Recovery of Costs and Fees. In the event either party is required to enforce this MOU by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

k. Severability. If any part of this MOU is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this MOU shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

l. Survivability. Any term, condition, covenant or obligation, which requires performance by a party subsequent to the termination of this MOU, shall remain enforceable against such party subsequent to such termination.

m. Construction. This MOU is the result of the negotiations among and between the County and the Fund such that all parties have contributed materially and substantially to its preparation; and shall not be construed more strictly against one party than the other.

n. Execution in Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

o. Authority to Execute. Each party covenants to the other party/parties that it has lawful authority to enter into this MOU, and has authorized its execution by the representative named below.

p. Recording. This MOU shall be recorded in the St. Johns County public records.

*[SIGNATURES APPEAR ON FOLLOWING PAGES.]*

IN WITNESS WHEREOF, the County and the Fund have each caused this MOU to be executed and delivered as of the date indicated below.

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Joy Andrews, County Administrator

Date: \_\_\_\_\_, 2024

Legal Review:

\_\_\_\_\_  
County Attorney

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Joy Andrews, as County Administrator for St. Johns County, Florida.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

IN WITNESS WHEREOF, the County and the Fund have each caused this MOU to be executed and delivered as of the date indicated below.

WITNESSED:

[Signature]  
Print Name: Chris Naff

[Signature]  
Print Name: Jeremy B. Robshaw

ST. JOHNS COUNTY FIREFIGHTERS  
BENEVOLENT FUND, INC.,  
a not-for-profit Florida corporation

By: [Signature]  
Print: David Stevens  
Title: President

Date: 4 / 8, 2024

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 8<sup>th</sup> day of April, 2024, by  
Chris Naff as \_\_\_\_\_ for St.  
Johns County Firefighters Benevolent Fund, Inc., a not-for-profit Florida corporation.



[Signature]  
Notary Public  
My Commission Expires: June 14, 2027

Personally Known or Produced Identification  
Type of Identification Produced

**EXHIBIT A**

**CONSTRUCTION PLANS**

**FIRE RESCUE MEMORIAL MONUMENT AND GARDEN**



REVIEWED FOR CONSTRUCTION

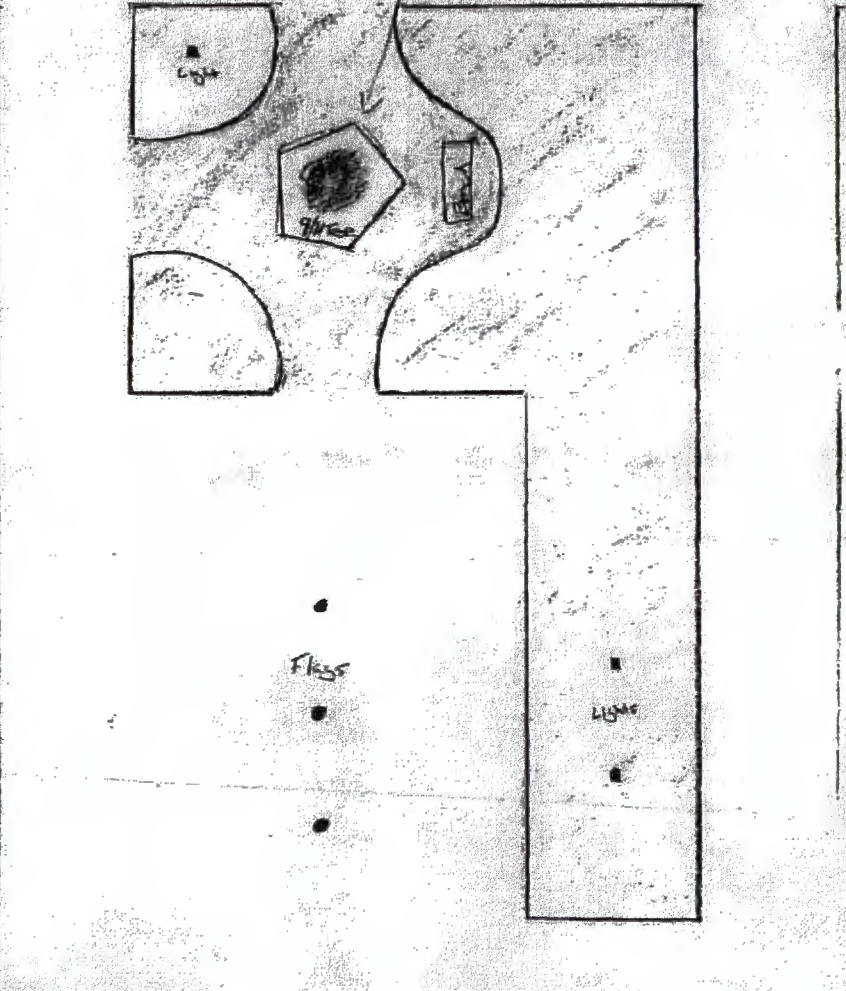
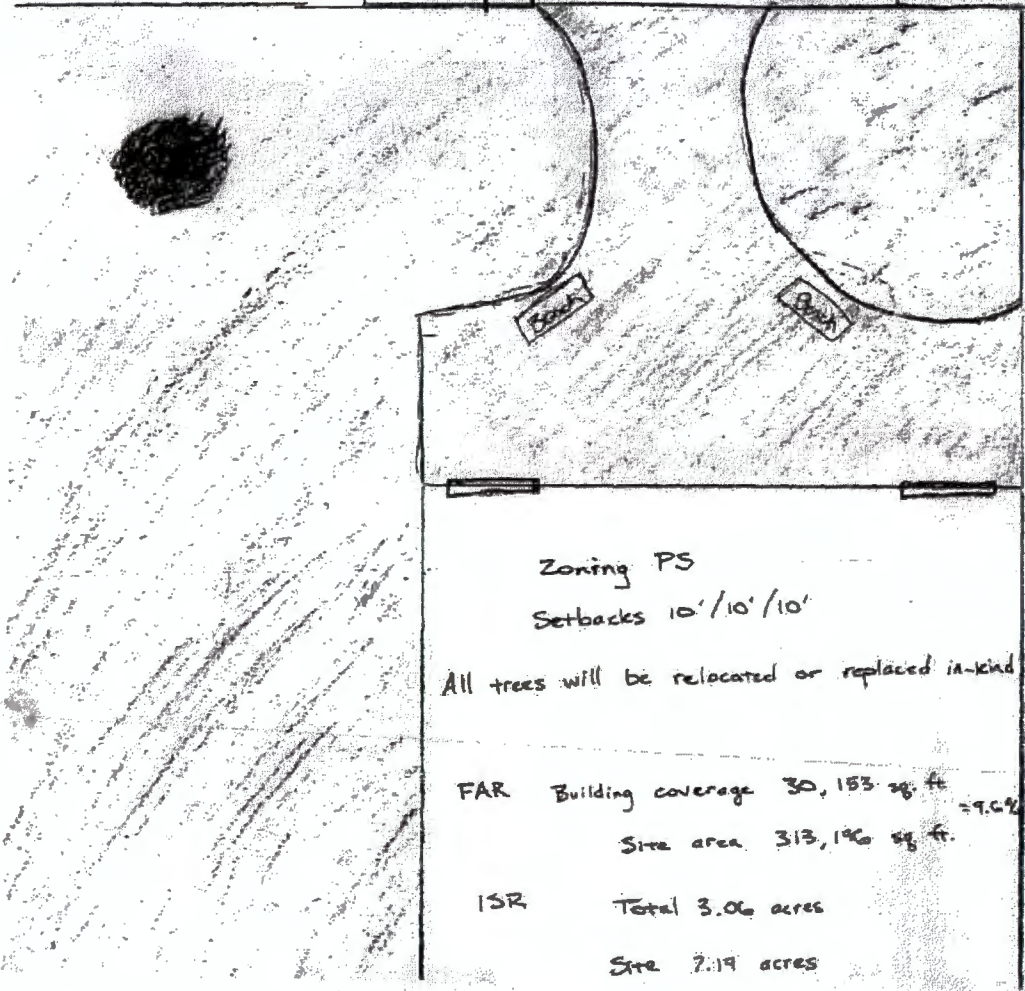
St. Johns County Development Review  
Paving and Drainage Plans

Site Plan

MODCP

Date: 12/19/23 By: HQ

NDRC 23-133



**EXHIBIT B**

**BILL OF SALE**

**FIRE RESCUE MEMORIAL MONUMENT AND GARDEN**

**BILL OF SALE**  
**FIRE RESCUE MEMORIAL MONUMENT AND GARDEN**

ST. JOHNS COUNTY FIREFIGHTERS BENEVOLENT FUND, INC. (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to St. Johns County, Florida, a political subdivision of the State of Florida, the following personal property:

See Exhibit 1, "Schedule of Values," for the memorial monument and garden improvements, including monument, pavers, benches, landscaping, and related improvements, located on the property at 3657 Gaines Road, St. Augustine, Florida, PIN 073050-0060.

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

**IN WITNESS WHEREOF**, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this \_\_\_ of \_\_\_\_\_, 20\_\_.

**WITNESS:**

**OWNER:**

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Print Witness Name

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Print Witness Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for St. Johns County Firefighters Benevolent Fund, Inc., a not-for-profit Florida corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

Exhibit "1"  
Schedule of Values

**EXHIBIT C**

**FINAL RELEASE OF LIEN**  
**FIRE RESCUE MEMORIAL MONUMENT AND GARDEN**

**FINAL RELEASE OF LIEN**  
**FIRE RESCUE MEMORIAL MONUMENT AND GARDEN**

The undersigned lienor, in consideration of the sum \$ \_\_\_\_\_ hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through \_\_\_\_\_ to St. Johns County Professional Firefighters and Paramedics, I.A.F.F., Local 3865, Inc. to the following described property:

See Exhibit 1, "Schedule of Values," for the memorial monument and garden improvements, including monument, pavers, benches, landscaping, and related improvements, located on the property at 3657 Gaines Road, St. Augustine, Florida, PIN 073050-0060.

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

**IN WITNESS WHEREOF**, the Lienor has caused this instrument to be duly executed and delivered by its duly authorized office on this \_\_\_ of \_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Lienor's Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Print Lienor's Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced

Exhibit "1"

Schedule of Values

**EXHIBIT D**

**WARRANTY**

**FIRE RESCUE MEMORIAL MONUMENT AND GARDEN**



**WARRANTY**  
**FIRE RESCUE MEMORIAL MONUMENT AND GARDEN**

Date: \_\_\_\_\_

Project Title: Fire Rescue Memorial Monument and Garden  
3657 Gaines Road, St. Johns County, Florida

FROM: \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Street Address, City, State Zip

TO: St. Johns County Facilities Management Department  
2416 Dobbs Road  
St. Augustine, Florida 32086

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.

**Contractor:**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Print Contractor's Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Personally Known or Produced Identification  
Type of Identification Produced