

**RESOLUTION NO. 2024-409**

**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 FOR USE OF A PARKS & RECREATION PAVILION LOCATED IN PONTE VEDRA.**

**RECITALS**

**WHEREAS**, the St. Johns County Sheriff's Office has expressed an interest in converting a Parks & Recreation pavilion located in Ponte Vedra into an enclosed storage shed for themselves and possibly the Beach Services Department to store equipment to improve emergency response efficiency in the area; and

**WHEREAS**, St. Johns County 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 use of the pavilion/storage building; and

**WHEREAS**, the County has determined that entering into said Memorandum of Understanding will serve the interest and welfare of the residents of St. Johns 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 hereby approves the terms of the Memorandum of Understanding and authorizes the County Administrator, or designee, to execute said Memorandum.

**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.

**Section 4.** The Clerk of the Court of St. Johns County is instructed to file the original Memorandum of Understanding in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 1st day of October, 2024.

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

Rendition Date OCT 07 2024

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

  
Sarah Arnold, Chair

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

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



EXHIBIT "A" TO RESOLUTION

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

This **Memorandum of Understanding** (MOU) is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between St. Johns County (County), with administrative offices located at 500 San Sebastian View, St. Augustine, FL 32084, and St. Johns County Sheriff's Office (SJCSO), located at 4015 Lewis Speedway, St. Augustine, FL 32084.

**WHEREAS**, St. Johns County Parks & Recreation has a pavilion located at 1109 ½ Ponte Vedra Boulevard, St. Augustine, Florida 32082, as more particularly shown in Exhibit A, attached hereto and incorporated herein (Property); and

**WHEREAS**, St. Johns County Sheriff's Office seeks use as well as permission to convert the Property to an enclosed storage shed for themselves and possibly the Beach Services Department to store equipment to improve emergency response efficiency in the area; 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 acknowledge by each of the parties, the County and SJCSO agree as follows:

1. **SJCSO's Term of Use.** SJCSO is authorized to use the Property as described herein beginning on October 1, 2024.
2. **Termination.** Either the County or SJCSO may terminate SJCSO's use of the Property upon no less than one hundred twenty (120) 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 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 Parks & Rec.
4. **Routine Upkeep.** SJCSO shall be responsible for all routine upkeep of the Property associated with its use. Such routine upkeep shall include, but is not limited to, cleaning the pavilion/storage shed, inside and out, including pressure washing, mowing and landscape services, pest control and other routine upkeep related to operation of the building.

5. **Maintenance, Repairs and Utilities.** During the term of SJCSO's use of the Property, the County shall be responsible for all structural maintenance and repairs to the building as well as the cost of all utilities associated with the Property.
6. **Improvements and Modifications.** The parties 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 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 a 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.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***  
***SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

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

Signed, sealed and delivered  
In the presence of:

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

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

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

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

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

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

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

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

Signed, sealed and delivered  
In the presence of:

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

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

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

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

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

Legal Review

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

By: \_\_\_\_\_  
Assistant County Attorney

EXHIBIT "A" TO MEMORANDUM OF UNDERSTANDING



Subject Location

Mickler's Parking Lot

Ponte Vedra Blvd

Lost Beach Ln



2023 Aerial Imagery

Date: 9/6/2024

### Memorandum of Understanding

St. Johns County Sheriff's Office



Land Management Systems  
(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.