

RESOLUTION 2024 538

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FEDERALLY FUNDED FUNDING ASSISTANCE AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY AND HISTORIC ST. JOHNS COUNTY POLICE ATHLETIC LEAGUE, INC. FOR DISTRIBUTION FROM THE AMERICAN RESCUE PLAN REVENUE FUND BUDGET.**

**WHEREAS**, St. Johns County is a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, and HISTORIC ST. JOHNS COUNTY POLICE ATHLETIC LEAGUE, INC., hereinafter referred to as “POLICE ATHLETIC LEAGUE”; and,

**WHEREAS**, on May 11, 2021, President Biden signed Public Law No. 117-2 (03/11/2021), also referred to as the American Rescue Plan Act of 2021 (“the ARPA”), into law; and

**WHEREAS**, Section 9901 of the ARPA amended Title VI of the Social Security Act to add Section 603, which establishes the Coronavirus Local Fiscal Recovery Fund to provide support to local government efforts in responding to the impact of and containing, COVID-19; and

**WHEREAS**, the County received ARPA funds from the U.S. federal government to be used toward seven established expenditure categories of eligible uses: (1) Public Health; (2) Negative Economic Impacts; (3) Public Health-Negative Economic Impacts (4) Premium Pay; (5) Infrastructure; (6) Revenue Replacement; and (7) Administrative; and

**WHEREAS**, Police Athletic League acknowledges that it is receiving federal grant funding with specific rules for the funds use and the time in which those funds must be encumbered and spent and acknowledges that the County would be responsible for repayment of the funds in this agreement to the federal government not eligible under the grant or not spent before December 31, 2026 and is therefore willing to encumber the real property purchased and improved with these funds with a lien in order to protect the County; and

**WHEREAS**, by this Agreement, the Police Athletic League intends to be bound to comply with the purposes outlined in the ARPA in exchange for the funding received; and

**WHEREAS**, staff and the Police Athletic League have negotiated to draft an Agreement, this Agreement is consistent with American Rescue Plan Act guidelines to respond to the public health emergency or its negative economic impacts; and

**WHEREAS**, both Police Athletic League and the County recognize the deadlines in the ARPA grant; and

**WHEREAS**, the Board of County Commissioners approves the distribution of two million one hundred eighty-seven thousand two hundred and fifty-two and 00/100 dollars (\$2,187,252.00) of ARPA funding, for which POLICE ATHLETIC LEAGUE'S eligible program for that ARPA funding which ends December 31, 2024.

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

**Section 1.** The County Administrator is hereby authorized to approve and execute the Agreement regarding the American Rescue Plan Act for Police Athletic League Historical Community Development Corporation, Inc.'s Funding Agreement by and between St. Johns County and Police Athletic League Historical Community Development Corporation, Inc. substantially in the form of that which is attached hereto.

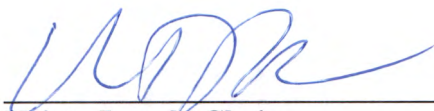
**Section 2.** Upon acceptance by the County Administrator, the Clerk is instructed to record the agreement in the official records of St. Johns County, Florida.

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

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of December, 2024.

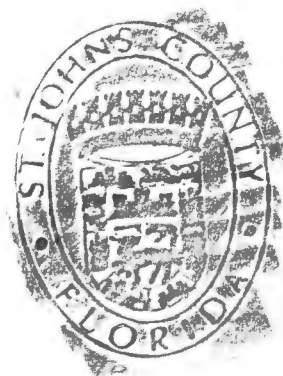
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date DEC 03 2024

By:   
\_\_\_\_\_  
Krista Joseph, Chair

**ATTEST:** Brandon J. Patty, St. Johns County  
Clerk & Comptroller

By:   
\_\_\_\_\_  
Deputy Clerk



**FUNDING AGREEMENT**  
**American Rescue Plan Act**

This Funding Agreement (the “Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between the **County of St. Johns, Florida**, a Florida municipal corporation (the “County”), and the Historic St. Johns County Police Athletic League, Inc, a Florida 501(c)(3) tax exempt organization (“Police Athletic League”), hereinafter, jointly, the “Parties.”

**RECITALS**

**WHEREAS**, on May 11, 2021, President Biden signed Public Law No. 117-2 (03/11/2021), also referred to as the American Rescue Plan Act of 2021 (“the ARPA”), into law; and

**WHEREAS**, Section 9901 of the ARPA amended Title VI of the Social Security Act to add Section 603, which establishes the Coronavirus Local Fiscal Recovery Fund to provide support to local government efforts in responding to the impact of and containing, COVID-19; and

**WHEREAS**, the County received ARPA funds from the U.S. federal government to be used toward seven established expenditure categories of eligible uses: (1) Public Health; (2) Negative Economic Impacts; (3) Public Health-Negative Economic Impacts (4) Premium Pay; (5) Infrastructure; (6) Revenue Replacement; and (7) Administrative; and

**WHEREAS**, the funding provided to the Police Athletic League is expected to support the County in achieving a purpose outlined in the ARPA, as more specifically set forth in this Funding Agreement; and

**WHEREAS**, Police Athletic League acknowledges that it is receiving federal grant funding with specific rules for the funds use and the time in which those funds must be encumbered and spent and acknowledges that the County would be responsible for repayment of the funds in this agreement to the federal government not eligible under the grant or not spent before December 31, 2026 and is therefore willing to encumber the real property purchased and improved with these funds with a lien in order to protect the County; and

**WHEREAS**, by this Agreement, the Police Athletic League intends to be bound to comply with the purposes outlined in the ARPA in exchange for the funding received.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. ARPA Funding; Restrictions and Use.**

- a. **Restrictions.** The Police Athletic League understands and agrees that it must comply with the eligible use criteria and corresponding reporting responsibilities applicable to the Services the Police Athletic League will provide, as established in the ARPA and

associated regulations, including the Final Rule, and as set forth in the *Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds* published February 28, 2022 by the U.S. Department of the Treasury (“Treasury”), in addition to any amendments that may subsequently be made to these regulations, guidance or other associated rules. The same shall be true for any third-party Service provider(s) the Police Athletic League may retain. No funds shall be authorized to assist with ineligible activities, including, but not limited to, fundraising activities or gratuitous expenses or bonuses. The Police Athletic League may use the ARPA funds to cover eligible costs incurred during the period from the effective date of the agreement and ends on December 31, 2024; provided the obligations incurred by December 31, 2024 are expended by December 31, 2026.

- b. *Use.* The Police Athletic League requested ARPA funds for the purpose of designing and building an all-inclusive specially designed baseball/multipurpose field and playground for children of all abilities. The Police Athletic League has provided the County with a scope of work to be completed using these funds, which are set forth in **Exhibit “A”** (hereinafter, the “Project”). The Police Athletic League shall ensure that all funds provided by the County pursuant to this Agreement are used solely to support the design, construction and equipping of FF&E (furniture, fixtures, and equipment) for the project. The Police Athletic League affirms in good faith that the proposed Project is an eligible use under the “Revenue Replacement” expenditure classification identified in the ARPA, specifically, Expenditure Category 6.1 Provision of Government Services.

## 2. ARPA Funding Allocation.

- a. The amount of the County’s ARPA Local Fiscal Recovery Fund award that has been legally committed to the Police Athletic League by the County for this project is **\$2,187,252**. ARPA funds will be distributed as indicated in **Exhibit “B”**.

## 3. Request for Reimbursement by Police Athletic League.

- a. **To be Submitted Monthly; Process.** The Police Athletic League shall submit requests for reimbursement on a monthly basis in accordance with the distribution in **Exhibit “B”**. Such request for reimbursement shall be sent to the attention of Denise Radovich, Office of Management and Budget, via email, at [dradovich@sjcfl.us](mailto:dradovich@sjcfl.us). The disbursement of ARPA Funds to Police Athletic League will be contingent upon the following conditions precedent being met prior to each disbursement pursuant to a reimbursement request:

1. The reimbursement request being complete.
2. The reimbursement being true and correct.
3. The Police Athletic League’s compliance with the terms and conditions of the Rules and this Agreement.

4. The Police Athletic League's compliance with the Timeline and Budget.
  5. The Police Athletic League providing the County with all documents necessary to verify Police Athletic League's compliance with procurement requirements.
  6. The Police Athletic League providing the County with all documents necessary to verify Police Athletic League's use of the funds requested in compliance with the Rules and this Agreement.
  7. The Police Athletic League providing Project Expenditure Reports and Performance Reports in compliance with this Agreement and the Rules.
- b. ***Content; Documentation Required.*** Each request for reimbursement shall include all appropriate backup documentation (which includes, but is not necessarily limited to, itemized invoices, copies of cancelled checks, if feasible, or check numbers, and lien waivers) for the purpose of ensuring that the County can conduct future research related to the reimbursements made, if and as needed.
- c. All invoices shall contain a descriptive overview of the Services provided, who provided such Services, as well as the date(s) on which such Services were performed. If any Services were provided by a party other than the Police Athletic League, the invoice must also include documentation reflecting the same descriptive information and certification that the third-party has been paid by the Police Athletic League or parent organization in the form of a cancelled check or equivalent documentation.
- d. Each request for reimbursement shall also include a report of the revenue and expenditures that corresponds with the Police Athletic League's provision of Services.
- e. ***When Final Request for Reimbursement Due.*** The Police Athletic League shall ensure that it has submitted all requests for reimbursement from the Project Funds within fifteen (15) days following the last date on which this Agreement requires the Services to be substantially complete.

#### 4. Reimbursement by County.

- a. ***Condition Precedent.*** As a condition precedent to the County's obligation to pay any, or all, of the Project Funds described herein, the Police Athletic League shall timely perform the Services and comply with all other duties and obligations required to obtain the Project Funds in relation to the Services provided.

- b. ***Distribution of Funds.*** Upon determining that the Police Athletic League's request for reimbursement is complete and the Police Athletic League is eligible to receive the Project Funds, the County shall reimburse the Police Athletic League within sixty (60) days following the date on which the County received the Police Athletic League's request for reimbursement to cover documented, eligible costs associated with the Services performed during the previous month; provided however, that such reimbursement shall not exceed the allocation of Project Funds approved by the Board of County Commissioners.
- c. ***County Discretion.*** Prior to distribution of the Project Funds, the County will fairly and reasonably determine whether the Police Athletic League's request for reimbursement is complete and whether the Police Athletic League has fully complied with the requirements of this Agreement. If the request for reimbursement is deemed incomplete, or the requirements of this Agreement have not been met, the County may require additional time to complete the reimbursement process or evaluate whether reimbursement may be made.
- d. ***Termination of County Obligation.*** All obligations imposed on the County by this Agreement shall terminate upon final reimbursement of all Project Funds owed pursuant hereto.

## 5. Records and Reports.

- a. ***Record Keeping.*** The Police Athletic League agrees to maintain detailed records, invoices, and receipts related to the Services provided to document the use of Project Funds. The Police Athletic League shall make all records required to be maintained pursuant to this paragraph available to the County during the time frame within which Services are provided and until the obligations of this Agreement are fully satisfied; and shall allow the County to conduct a review of internal control and actual expenditures related to the Services twice per calendar year; provided, however, that if the County identifies an issue with the Police Athletic League's internal controls additional County review during any particular calendar year will be permitted. Records must be retained for a five-year period following project completion.
- b. ***Contingent Funding.*** The County may withhold Project Funds if the Police Athletic League fails to comply with record-keeping and any reporting requirements; provided, however, that the Police Athletic League shall have fifteen (15) calendar days within which to come into compliance upon receiving notification from the County; and provided further that this subsection shall not be unreasonably applied by the County.
- c. ***Compliance with Florida Statute 420.*** The Police Athletic League shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, whichever is later. The Police Athletic League

shall maintain real property inventory records that clearly identify properties purchased, improved, or sold.

- d. **Additional Information.** The Police Athletic League shall provide all additional information that the County deems necessary to ensure proper use of the Project Funds or for the County to meet its reporting obligations to the federal and/or state government.
6. **Audit Requirements.** The Police Athletic League agrees to comply with the audit requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and, if required by the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156), the Police Athletic League will provide the County with a complete audit of its expenses related to the Services provided under this Agreement for the term of this Agreement. Such an audit may be part of a broader Single Audit for the Police Athletic League involving this award, as well as other grants received by the Police Athletic League. The audit is to be verified by a certified public accountant and delivered to the County by the due date (including extensions) specified by the Office of Management and Budget (OMB). This due date is normally nine (9) months following the closeout of the Police Athletic League's fiscal period. The Police Athletic League further agrees to make all records concerning expenditures and Services provided available to the County upon reasonable request during the term of this Agreement and for a period extending one hundred and eighty (180) days beyond the term of this Agreement.
7. **Third Party Service Providers.** The Police Athletic League has indicated that third-party service providers will be retained for the building component of the Project. and, simultaneous with the execution of this Agreement, the Police Athletic League shall promptly provide the County with information related to all known third party providers retained by the Police Athletic League to complete any of the Services, including each such provider's name, address, email, and phone number of each such provider and, if requested by the County, the name of its owner(s), partners, principle(s). The County shall promptly be notified of any changes. If third-party providers are subsequently retained to complete any of the Services, the Police Athletic League shall promptly provide the County with the name, address, email, and phone number of each such provider and, if requested by the County, the name of its owner(s), partners, principle(s). The County may, at its sole discretion, reject any third-party provider from completing the Services in the event the third-party provider is disbarred, suspended, or otherwise prohibited from receiving federal or state funds, or is otherwise unable to comply with requirements that apply to the use of Project Funds.
8. **Insurance.** Full replacement insurance coverage must be provided for such real property purchased with funds from this agreement. The Police Athletic League shall furnish the County with certificates of insurance for full replacement of the real property, workers' compensation, professional (errors and omissions), and general liability, in the amounts not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the County. The County shall be named as an additional insured with duty of defense on all insurance policies

required hereunder. Nothing herein shall be deemed to permit a cause of action against the County for damages or be deemed a waiver of the County's sovereign immunity relative to any claim against the County. The Police Athletic League shall ensure that all third-party providers retained to complete the Services comply with the same requirements.

**9. Indemnification; Repayment.**

- a. ***Release and Hold Harmless.*** The Police Athletic League shall hold the County, together with its officers, employees, and agents, harmless and shall indemnify the County and its officers, employees, and agents for all direct injuries, damages, or claims, including any attorneys' fees, arising by virtue of the Police Athletic League's provision of Services, or any activities described in this Agreement or reasonably contemplable, or related to activities described in this Agreement directly caused by Police Athletic League. The Police Athletic League covenants and agrees to hold harmless and defend the County, its officers, agents, employees, contractors, and subcontractors from and against any and all direct claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the provision of Services, or any activities described in this Agreement or reasonably contemplable, or related to activities described in this Agreement directly caused by Police Athletic League.
- b. ***Indemnification.*** The Police Athletic League and its successors and assigns shall indemnify and defend the County, its agents, employees and assigns, from and against any and all direct claims directly caused by Police Athletic League, whether legal or equitable, damages, causes of action, losses and expenses, including, but not limited to, attorneys' fees or other professional fees and expenses, arising out of, or resulting from, the County's role or relationship with the Police Athletic League, including, but not limited to, the Police Athletic League's receipt of Project Funds or the Services provided in association with such ARPA allocation.

10. ***Independent Contractor.*** Nothing contained in this Agreement is intended, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Police Athletic League shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.

11. ***Default:*** Police Athletic League is in default under this agreement upon the happening of any one of the following acts, events or conditions:

- a. default in the payment or performance of any obligation or any covenant or liability contained in or referred to in this agreement or in any evidence of indebtedness of any obligation;



- b. a representation or warranty by the debtor made to the secured party to induce it to enter into this agreement or to make a loan to debtor which proves to be false or erroneous in any material respect;
- c. loss, theft, material damage, destruction, sale, or encumbrance of or to the collateral, or the levy, seizure, or attachment by legal process of the collateral;
- d. death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of the debtor, assignment for the benefit of creditors by, or the commencement of a proceeding under any bankruptcy or insolvency law by or against the debtor or any guarantor or surety for the debtor;
- e. if any lien is filed against the Property, the Improvements, or any part thereof, or any interest or right made appurtenant thereto;
- f. the secured party considers itself insecure and thereupon accelerates payment or performance of the obligation immediately due and payable, but the debtor continues in default. [or] secured party in good faith deems itself insecure because the prospect of payment is impaired or the prospect of performance of this agreement or any covenant under it is impaired.
- g. ***Cumulative Rights and Remedies – No Waiver.*** Subject to the provisions of this Agreement, all remedies provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided by law, including County’s lien and right of offset. The exercise of any right or remedy by County hereunder shall not in any way constitute a cure or waiver of default hereunder or under the lien, nor invalidate any act done pursuant to any notice of default, nor prejudice the County in exercise of its rights hereunder or under the lien unless, in the exercise of those rights, County realizes all amounts owed in this agreement.
- h. ***Expenses of Disposition of Collateral Upon Default.*** The County shall be entitled to reimbursement for any expense (including reasonable attorney’s fees and legal expenses) involved in the retaking, holding, preparing for sale, selling or similar charges, incurred in the connection with the disposition of the collateral upon the default of the Police Athletic League.

## **12. Police Athletic League Procurement Rules.**

- a. ***Procurement Procedures.*** The County has written procurement procedures in place, which are consistent with State and local laws, as well as with the Federal Uniform Guidance, 2 C.F.R. Sections 200.317 through 200.327. In accordance with 2 C.F.R. Section 200.317, the Police Athletic League shall comply with those procurement procedures set forth by St. Johns County and posted on their website,

<https://www.sjcfl.us/purchasing-policy/> which may be amended from time to time during the Term.

- b. ***Conflict of Interest Policy.*** The Police Athletic League must have a written conflict of interest policy as part of its procurement policy, which requires, at a minimum, the following:
  - i. Applies to management and employees; and
  - ii. Prohibits financial interest or “apparent conflict” with vendors; and
  - iii. Prohibits persons with a conflict from participating in selection; and
  - iv. Prohibits management and employees from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or parties to subcontracts; provided, however, that the policy may establish an amount below which such gratuities are considered “de minimis.”

13. **Termination.** The County may terminate this Agreement if the Police Athletic League fails to comply with the terms and conditions of this Agreement or any applicable federal law or regulations; provided, however, that the Police Athletic League shall have thirty (30) calendar days within which to come into compliance upon receiving notification from the County; and provided further that this section shall not be unreasonably applied by the County. If the Agreement is terminated, any reimbursable expenses incurred by the Police Athletic League prior to termination of the Agreement may be submitted to the County for reimbursement in accordance with Section 4 above.

14. **Additional Consideration.** Any mandate, obligation or constraint approved or adopted regarding the use of ARPA Funds shall supersede any conflicting or related term stated in the body of this Agreement.

#### **15. Miscellaneous Provisions.**

- a. ***Bankruptcy, Insolvency, or Winding down of Business.*** In the event the Police Athletic League is dissolved or otherwise ceases to exist, declares bankruptcy, or otherwise becomes insolvent, or refuses to perform its duties set forth herein, County shall be noticed of all events and provided a succession plan within three (3) business days.
- b. ***Payment of Taxes and Fees.*** The Police Athletic League agrees to promptly pay all lawful general taxes, special assessments, excises, license fees, permit fees and utility service charges of whatever nature if applicable, that may be applicable to the Police Athletic League and to take out and keep current all licenses, whether municipal, state, or federal, that are required for the conduct of its business or operation. The Police Athletic League further covenants and agrees not to permit any of said taxes, assessments, excises, fees, or charges to become delinquent.

- c. ***Licenses and Permits.*** The Police Athletic League and/or any third-party providers performing the Services shall possess requisite County licenses or permits, if any.
- d. ***Compliance with County Code.*** The Police Athletic League shall comply with all applicable provisions of the County of St. Johns, Florida Ordinances, including, but not limited to, procurement requirements.
- e. ***Changes in ARPA Compliance and Review Regulations.*** The parties to this Agreement understand that there may be changes made after its execution, which will require that amendments be made to ensure compliance with the ARPA. The parties agree that such a review shall occur if, and as, necessary.
- f. ***Non-Discrimination.*** The Police Athletic League will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, other handicap, age, marital status, or status with regard to public assistance. To the extent Police Athletic League has employees, the Police Athletic League will take affirmative action to ensure that all employment practices prohibit such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Police Athletic League agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- g. ***Hatch Act.*** The Police Athletic League agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of 5 U.S.C. § 1501 et seq. as subsequently amended.
- h. ***Time is of the Essence.*** Time is of the essence regarding each and every obligation of Police Athletic League under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- i. ***Authorization to Complete the Services.*** The Police Athletic League shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Florida. As a condition of this Agreement, the Police Athletic League shall require third-party providers to affirm, by sworn affidavit and provision of documentation, each provider's enrollment, and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Police Athletic League and each of its third-party providers shall also affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the Services.

- j. **Binding Agreement.** This Agreement is binding upon the parties, their successors, assigns, heirs, executors, and administrators.
- k. **Sovereign Immunity.** Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the County.
- l. **Applicable Law and Jurisdiction.** The rights and remedies of the County and the Police Athletic League shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Florida shall govern this Agreement. In the event of any dispute or controversy between the parties, each party agrees that the Circuit Court of St. Johns County, Florida, shall have exclusive jurisdiction to determine all issues between them.
- m. **Public Records.** POLICE ATHLETIC LEAGUE shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, POLICE ATHLETIC LEAGUE shall:
  - i. keep and maintain public records required by the County to perform the service under the Agreement;
  - ii. 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 provided for under Florida's Public Records law;
  - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the POLICE ATHLETIC LEAGUE does not transfer the records to the County; and
  - iv. upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Police Athletic League. Upon transfer, the Police Athletic League shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements.

All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

**IF THE POLICE ATHLETIC LEAGUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE POLICE ATHLETIC LEAGUE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

**AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

St. Johns County – Office of the County Attorney  
Attention: Public Records Custodian  
500 San Sebastian View  
St. Augustine, Florida 32084  
904-209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)

Under Florida law, a **POLICE ATHLETIC LEAGUE WHO FAILS TO PROVIDE THE PUBLIC RECORDS TO THE COUNTY** within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

- n. **Applicable Legal Requirements.** In no event shall this Agreement be deemed a waiver of any legal or code requirement otherwise applicable to the Services for which Project Funds are provided pursuant to this Agreement.
- o. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.
- p. **Severance.** The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.
- q. **Notice.** All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the addresses below or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the following:

*If to the Police Athletic League: The Historic St. Johns County Police Athletic League, Inc*

Attn: Executive Director  
2825 Allen Nease Road  
ST AUGUSTINE, FL 32033

*If to the County:*

St. Johns County  
Attn: Andrea Matzke, Office of Management and Budget  
500 Sebastian View  
St. Augustine, Florida 32084  
904-209-0566  
[armatzke@sjcfl.us](mailto:armatzke@sjcfl.us)

*Copies to the County:*

Office of the County Attorney

Attention: Lex Taylor, Deputy County Attorney  
500 Sebastian View  
St. Augustine, Florida 32084  
904-209-0805  
[LTaylor@sjcfl.us](mailto:LTaylor@sjcfl.us)

16. **Amendments.** This Agreement may be amended, in writing, by mutual agreement of the parties; provided all such amendments made are in full compliance with any updated federal law or technical guidance applicable at the time made.

- a. ***Entire Agreement.*** The parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital. All exhibit references as “Exhibits” in this Agreement and in the recitals to this Agreement shall be deemed incorporated herein by reference.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the Police Athletic League and the County have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first above written.

The Historic St. Johns County  
Police Athletic League, Inc  
("POLICE ATHLETIC LEAGUE")

COUNTY OF ST. JOHNS, FLORIDA  
("COUNTY")

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

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

Joy Andrews, County Administrator

Its: \_\_\_\_\_

ATTEST

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

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

APPROVED AS TO FORM:

\_\_\_\_\_

## **EXHIBIT “A” -- Project Scope**

The Historic St. Johns County Police Athletic League, Inc is a 501c3 organization providing programs to help youth in St Johns County realize their individual potential and encourages positive interactions with law enforcement.

St. Johns County Sheriff's Office received a \$5.9 million appropriation for the State to construct a Police Athletic League (PAL) Youth Sports Complex. The State funds will be used to construct the sports complex and will consist of one (1) synthetic turf multi-sport fields, two (2) natural grass multi-sport field, 1-running track, 1-covered multi-sport court as well as parking, irrigation, restrooms, storage facilities and lighting systems. Once completed the youth of St. Johns County will be able to participate in various after school activities to include teen leadership council, football, cheer, basketball, baseball/softball, lacrosse, boxing and the first elementary and middle school track program for St. Johns County. These fields will be built on County owned land leased to the Historic St Johns County Police Athletic League.

The ARPA funding will assist with enhancing the complex with the addition of the Diamond of Dreams project. The project is an all-inclusive specially designed baseball/multipurpose field and playground for children of all abilities. The project will include the following components:

- Carpeted wheelchair accessible baseball field
- Dugouts
- Press Box
- Fencing
- Lighting
- Family seating
- ADA complaint asphalt parking spaces and lot
- ADA compliant restroom facilities
- Wheelchair accessible playground all-inclusive
- Adequate shading

The Historic St. Johns County Police Athletic League, Inc will obtain all the necessary site and building permits and approvals to construct this project according to all regulatory requirements.

Design and Construction will start in the first quarter of 2025 and will be completed by December 1, 2026.



**EXHIBIT “B” -- Budget and Reimbursement Schedule**

The budget for the project is estimated to be around \$3.5 million.

The funds will be paid in advance. Funds for Design and Construction and other costs will be paid once services have been provided, approved by the Historic St Johns Police Athletic League, Inc. Engineer/Architect and ready for payment. Invoices for payment will be provided monthly. Each invoice will also reflect proof of payment to the Engineer/Architect, Contractor or other supplier for the prior month’s invoice.

ARPA Funding	\$2,187,252
Other Funding Sources	<u>1,312,748</u>
	\$3,500,000

**American Rescue Plan Act Funding Reappropriation Request for December 3, 2024 BCC Consideration**

Category	Existing Budget	Request to Reappropriate	New Budget
Hastings Vocational School	7,665,000		7,665,000
Assistance to Impacted NonProfit Org	7,365,218		7,365,218
Water/Sewer Infrastructure	7,000,000		7,000,000
First Responder Premium Pay	5,383,718		5,383,718
West Augustine Medical Facility	5,000,000		5,000,000
Open/Recreational Space	3,742,963		3,742,963
Affordable Housing	2,282,000		2,282,000
COVID-19 Vaccination	1,507,871		1,507,871
Outdoor Business Programs	1,143,672		1,143,672
COVID-19 Mitigation Programs	353,530		353,530
Grant Administration	282,436	(187,252)	95,184
COVID-19 Vaccination Site SJSO	117,130		117,130
COVID-19 Testing	48,896		48,896
<i>Lost Revenue up to \$10M: Emergency Mgmt Infrastructure</i>	<i>1,000,000</i>		<i>1,000,000</i>
<i>Lost Revenue up to \$10M: CR 210 Greenbriar to Cimarron</i>	<i>1,700,000</i>		<i>1,700,000</i>
<i>Lost Revenue up to \$10M: CRR 2209 Central</i>	<i>800,000</i>		<i>800,000</i>
<i>Lost Revenue up to \$10M: SR 207 Fire Station</i>	<i>2,500,000</i>		<i>2,500,000</i>
<i>Lost Revenue up to \$10M: WGV Acquisition</i>	<i>2,000,000</i>	<i>(2,000,000)</i>	<i>-</i>
<i>Lost Revenue up to \$10M: Regional Parks</i>	<i>1,517,000</i>		<i>1,517,000</i>
<i>Lost Revenue: PAL Projects</i>	<i>-</i>	<i>2,187,252</i>	<i>2,187,252</i>
	<b>51,409,434</b>	<b>-</b>	<b>51,409,434</b>

**RESOLUTION NO. 2022- 112**

**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 LEASE AGREEMENT WITH THE HISTORIC ST. JOHNS COUNTY POLICE ATHLETIC LEAGUE, INC. FOR FUTURE CONSTRUCTION OF A SPORTS FACILITY.**

**RECITALS**

**WHEREAS**, St. Johns County (“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 (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

**WHEREAS**, as instructed in Resolution No. 2021-423, SJCSO, PAL and the County entered into an Operation and Maintenance Agreement, approved by Resolution No. 2022-32 on February 1, 2022, defining each parties’ respective duties and obligations regarding use of the Property; and

**WHEREAS**, PAL has submitted a Lease Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, outlining the lease terms and further defining each parties’ responsibilities regarding utilities and maintenance 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, other than maintenance responsibilities set forth in the Lease Agreement, 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**, 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.

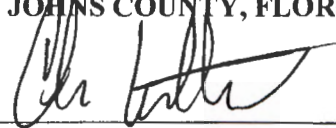
Section 2. The Board of County Commissioners hereby approve the terms of the Lease Agreement and authorize the County Administrator, or designee, to execute said Agreement.

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.

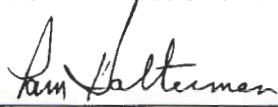
Section 4. The Clerk of Court is instructed to file the Lease Agreement in the Clerk's Office.

**PASSED AND ADOPTED** this 19th day of April, 2022.

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

BY:   
Christian Whitehurst, Vice-chair

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

  
Deputy Clerk

Rendition Date 4/21/22



EXHIBIT "A" TO RESOLUTION

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as Landlord, ("Landlord"), 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, hereinafter referred to as Tenant ("Tenant").

**IN CONSIDERATION** of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the below described Premises, Other Areas and Common Areas, pursuant to the terms and conditions set forth below.

**ARTICLE 1  
BASIC LEASE PROVISIONS AND EXHIBITS**

**Section 1.01: Basic Lease Provisions and Exhibits**

**NAME and ADDRESS OF LANDLORD:**

St. Johns County, Florida, a political subdivision of the State of Florida  
c/o Land Management Systems  
500 San Sebastian View  
St. Augustine, Florida 32084

**NAME and ADDRESS OF TENANT:**

The Historic St. Johns County Police Athletic League, Inc.  
4015 Lewis Speedway  
St. Augustine, FL 32084

**Section 1.02: The Premises.**

Landlord hereby leases to Tenant a portion of the property situated at 3105 Allen Nease Road, Elkton Florida 32033 (PIN 101160-0010), more particularly described in Exhibit "A" attached hereto and by reference made a part hereof. Said Premises consists of approximately 35 acres, more or less.

**Section 1.03: Permitted Use.**

The property leased hereby shall be used solely and exclusively for public and governmental purposes including, but not limited to, as a Police Athletic League 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.

Section 1.04: Scheduled Lease Term.

This Lease shall be for an initial term of thirty (30) years commencing March 1, 2022 and ending on March 1, 2052 (the "Initial Term"). If either Landlord or Tenant determines at any time that the Property has become unsuitable for the intended use, one hundred eighty (180) days written notice shall be provided to the non-terminating party advising of such unsuitability and electing to terminate this Lease at the end of said 180-day period.

Section 1.05: Option to Renew

Upon expiration of the Initial Term of this Lease or any extension provided for hereafter, and provided Tenant is not then in default of this Lease in a manner set forth in Section 8.01 hereof, Tenant shall have the option to extend this Lease for up to three (3) additional terms of ten (10) years each, on the same terms and conditions as contained herein. Tenant shall automatically be deemed to have exercised its option as to each extension term provided that neither party notified the other in writing of intent not to accept such extension at least one hundred eighty (180) days prior to the end of the then current termination date. While this Lease Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Lease Agreement.

Section 1.06: Rent.

The Rent due hereunder for the Lease Term shall be the sum of one dollar (\$1.00), to be made payable in advance of execution of this Lease. If applicable, Rent for any additional lease term shall be one dollar (\$1.00). Such rent shall be paid in advance on the first day of any such additional lease term.

Section 1.07: Condition of Premises.

The Tenant will take possession of the Premises, together with future improvements, as a location from which to construct a Police Athletic League 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 for the benefit of the residents of St. Johns County. Any further improvements required for Tenant's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Tenant's sole cost and expense upon written consent and permission of the County Administrator which shall not be unreasonably withheld.

Section 1.08: Licenses and Permits.

Tenant shall secure and maintain all licenses and/or permits required by applicable local, state and federal law, rule regulation and/or policy necessary for Tenant's use of the Premises.

Section 1.09: Payment of Taxes.

Tenant shall pay in full, before delinquency, all taxes, charges and assessments, if any, levied on or otherwise applicable to the Premises and on the equipment, furniture and fixtures located thereon or as a result of Tenant's use of the Premises, including but not limited to sales and personal property taxes.

Section 1.10: Covenant of Ownership.

Landlord covenants to Tenant that Landlord owns the property in fee simple title and has full authority to enter into this Lease.

**ARTICLE 2  
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT**

Section 2.01: Demise.

In consideration of the rent and the covenants and agreements contained in this Lease, Landlord leases the Premises, and Tenant hereby rents same, pursuant to and in accordance with the terms and conditions set forth in this Lease.

Section 2.02: Quiet Enjoyment.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, the Other Areas and may use and enjoy the Common Areas throughout the Lease term without interference by Landlord.

**ARTICLE 3  
TENANT'S OBLIGATION TO PAY RENT**

Section 3.01: Obligation to Pay Rent.

Notwithstanding any other Article, section or provision of this Lease, the Tenant's obligation to pay Rent and to make payments to Landlord under this Lease is limited solely and only to payment from the funds of the Tenant described in the following covenant and solely and only in the manner and to the extent described in this Article and in such covenant.

Section 3.02: Covenant to Budget.

The Tenant covenants and agrees to appropriate in its annual budget for payment under this Lease.

Section 3.03: Timely Payment.

The Tenant covenants and agrees to make timely payment to Landlord as set forth elsewhere in this Lease.

**ARTICLE 4  
UTILITIES**

Section 4.01: Parties' Respective Obligations.

At Tenant's expense, Tenant shall contract for, and pay all costs associated with any and all utilities used or consumed at the Premises, including telephone/voice mail/internet/wifi, electricity, gas, water, sewer, solid waste removal and any other services not specifically listed in this Section.

**ARTICLE 5**  
**MAINTENANCE, OPERATION, IMPROVEMENTS, AND REPAIR**

Section 5.01: Maintenance by Landlord.

Landlord shall have no duty to make any repairs within the Premises including those resulting from:

- a) any alterations, modifications or improvements made by or on behalf of Tenant;
- b) the installation of Tenant's property, fixtures (trade or otherwise), equipment or inventory;
- c) Tenant's use or occupancy of the Premises in violation of this Lease or in a manner not consistent herewith; or
- d) the acts or omissions of Tenant, its employees, agents, contractors, subtenants, invitees, guests, licensees, assigns or customers.

Section 5.02: Maintenance by Tenant.

Tenant, at Tenant's sole cost and expense, shall maintain, repair and keep the structural components and supporting walls, foundation, roof, mechanical systems, HVAC systems, electrical systems, plumbing systems, (including all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, and electrical), gutters, downspouts, if any, and all other improvements in good repair. It is expressly understood that Tenant shall be responsible for maintaining the parking lot in good repair, maintaining any exterior flood lights, removing all solid waste and, if necessary, replacing any and all appliances located within the Premises.

Tenant shall maintain the Premises in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. Failure by Tenant to maintain the Premises as provided in this Lease may result in Landlord having to expend funds for clean-up and/or repair. If such incident occurs, then Tenant shall fully reimburse Landlord, within ten (10) business days of the clean-up and/or repair, for all costs/expenses associated with the clean-up and/or repair.

It is expressly understood that Tenant, at its sole cost and expense, shall maintain the landscaping (including mowing, seeding, sodding, fertilizing, and tree maintenance), keep the irrigation system in good working condition, provide cleanup of all parking lots, and contract and pay for any and all portable restrooms utilized at the Premises. Tenant shall provide for any security monitoring, pest control, or janitorial services necessary to maintain the Premises in a clean, pleasant, sightly, sanitary and safe condition.

Section 5.03: Improvements by Tenant.

Tenant shall incur all costs associated with any and all construction build-out or improvements to the interior and/or exterior of the structure upon written consent and permission of the County Administrator which shall not be unreasonably withheld. All construction or improvements on the premises shall conform to applicable codes and regulations of the federal, state, county and municipal governments, or any of their departments. The above notwithstanding, the interests of the Landlord in the premises shall not be subject to construction liens or other liens for improvements made by the Tenant. All improvements made at the premises shall upon the



expiration or earlier termination of this Lease, be the property of the Landlord if not removed within ninety (90) days or unless otherwise agreed between the parties in writing.

Tenant shall obtain written approval from the County prior to any improvements within the limits shown in **Exhibit A**. These activities include, but are not limited to, import of fill material from offsite, below grade improvements/utilities, placement of structures, addition of impervious areas, or any activities that require permits from a local or regulatory agency including but not limited to St. Johns County, St. Johns River Water Management District (SJRWMD), and Florida Department of Environmental Protection (FDEP), Tenant shall not impact any active solid waste management operations at the Site. Tenant will be responsible for all permitting costs.

Tenant shall not impact the Premise's groundwater monitoring network or environmental controls. No excavations, activities that impact groundwater, or activities that impact the stormwater management system shall occur within or adjacent to the closed landfill area unless approved by the County and the appropriate regulatory authority. If improvements are performed that require below grade improvements/utilities within the landfill's limits of waste, Tenant shall be responsible for all costs related to permitting, removal and proper disposal of the waste, and any remedial actions that may be required.

All costs associated with modifications or improvements to the Premises shall be the responsibility of the Tenant. Tenant shall be responsible for performing the environmental due diligence necessary to insure the proposed use of the site conforms to all safety controls established for a closed landfill. County retains the right to have the Tenant remove any modifications or improvements at any time or prior to the termination of the agreement.

#### Section 5.04: Ownership of Improvements and Fixtures.

Landlord and Tenant agree that all buildings and improvements now or hereafter located or constructed on the Premises, all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall be the property of Tenant during the term of the Lease. Upon the expiration or early termination of this Lease, all of such buildings and improvements and all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall automatically belong to the Landlord without compensation to Tenant. Upon such Lease expiration or early termination, Tenant shall execute and deliver to Landlord such Bills of Sale, Quit Claim Deeds and other documents as Landlord deems reasonably necessary to evidence such ownership by Landlord. All other equipment and personal property of Tenant, excepting fixtures permanently affixed to the Premises, shall remain the property of Tenant and may be removed from the Premises by Tenant upon the expiration or early termination of the Lease; provided, however, Tenant shall repair all injury caused to the Premises by the removal of such equipment and personal property.

#### Section 5.05: Surrender of Premises.

Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or

improvements made by Tenant and shall repair any damage caused thereby. Any and all property not removed from the Premises within ninety (90) days at the termination of this Lease or the end of the term of this Lease or extension hereof, will be considered to have reverted to the status of building improvements belonging to the Landlord or to have been abandoned as to any and all rights or claims of Tenant, and will be at Landlord's sole right of disposal.

Section 5.06: Liens.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 5.07: Sign Awnings and Canopies.

At all times, Tenant shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

Section 5.08: Unlawful Activity.

The Tenant shall not make any unlawful, immoral, improper or offensive use of the Premises nor allow its employees, agents, invitees or guests to utilize said Premises for any purpose other than that herein. The use of illegal drugs or alcohol is strictly prohibited.

Section 5.09: Alcohol on County Premises.

Alcohol is only permitted in or on County premises with prior written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50.

**ARTICLE 6  
INSURANCE AND INDEMINIFICATION**

Section 6.01: Insurance Requirements for Tenant.

To the extent permissible by law, the Tenant agrees to indemnify and hold Landlord 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 operations or use of the Premises described herein. It is the intention of the Tenant that Landlord and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to any employee or third party while on the Premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property. The Tenant expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement.

The Tenant assumes responsibility for any and all claims for personal injury damages arising out of its use of the Premises. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Tenant or by any person whosoever may be using or occupying or visiting the leased facility, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result

from or arise out of any act, omission or negligence of the Tenant or of any occupant, subtenant, visitor or user of any portion of the Premises. The indemnity provisions of this section shall survive the termination of this Lease. This provision relating to Indemnity, is separate and apart from, and is in no way limited by, any insurance provided by the Tenant, pursuant to this Lease, or otherwise.

The Tenant shall, at all times during the term of this lease, maintain in full force and effect a policy, or policies, of commercial general liability insurance. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage. St. Johns County shall be named as additional insured by policy endorsement and shall apply as primary and non-contributory.

**Additional Insured Endorsements and Certificate Holder**

The term "Additional Insured", as used in this Contract, shall mean St. Johns County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

The Landlord will not insure any property or contents stored on the property by the Tenant.

If required, Tenant will, for the entire term of this Lease and at Tenant's cost and expense, maintain for its benefit and the benefit of Landlord, property and flood insurance on the buildings and all improvements on the Premises in an amount not less than the full replacement value of such improvements. All insurance policies required by this paragraph shall insure the interests of the Landlord as a named co-insured and shall be obtained and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken and each such policy shall contain a provision that it may not be cancelled by the insurer except upon at least thirty (30) days prior written notice to Landlord. The term "Full Replacement Value" as used in this paragraph shall mean the actual replacement cost from time to time of the buildings and improvements located on the Premises.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. Prior to execution of this agreement, copies of current policies and certificates of insurance including the additional insured/co-insured endorsements will be provided to St. Johns County Risk Management. St. Johns County will be given thirty (30) day notice prior to cancellation or modification of this insurance.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements. Landlord reserves the right to modify these requirements,

including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ARTICLE 7 DAMAGE AND DESTRUCTION**

### Section 7.01: Fire, Explosion, or Other Casualty.

Tenant shall immediately give notice to Landlord of any damage to the Premises or Other Areas if the Premises are damaged by fire, explosion, wind, water or other casualty (" Occurrence"). Unless the Landlord determines that it is not cost effective to repair the Premises, the damage shall promptly be repaired by Landlord subject to this Section. If the Landlord determines that it is not cost effective to repair the Premises, Landlord shall provide Tenant ninety (90) days written notice of termination of this Agreement in accordance with the requirements of Article 7. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. In the event Landlord fails to notify Tenant within 30 days after the Occurrence of the Landlord's election to either repair all damages required to be repaired by Landlord or to terminate this Lease, or in the event that the Landlord's repairs take more than 120 days from the date of notification to complete, the Tenant, at its option, may unilaterally terminate this Lease.

### Section 7.02: Landlord's Work.

Upon an Occurrence, Landlord need only make such repairs as are necessary to place the damaged portions of the property in the same condition as when possession of the Premises was initially delivered to Tenant.

## **ARTICLE 8 TERMINATION**

### Section 8.01: Tenant's Default.

If Tenant fails to:

- a) Pay all or any monthly installments of the Rent or any other sum due to the Landlord from Tenant hereunder within thirty (30) days after Landlord notifies Tenant that such sum is past due; or
- b) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord; or
- c) Take appropriate action within ten (10) days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the terms, covenants and conditions hereof; or
- d) Conform to the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) calendar days following receipt of written notice from the Landlord; then, the Tenant shall be in default.

Upon such default, the Landlord may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Tenant shall be responsible for reasonable expenses incurred by termination occasioned by Tenant's default, and the Tenant shall pay the remainder

of the Lease Term; provided, however, that the amounts reduced by the amount of rents, if any, received from replacement all such payments all obligations of Tenant to Landlord under this Lease shall cease. Landlord shall use its best efforts to promptly obtain replacement tenants at a fair rental.

Section 8.02: Landlord's Default.

If Landlord fails to:

- a) Take reasonable action within ten (10) calendar days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions as described in this Lease; or
- b) Conform to the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within fifteen (15) calendar days following receipt of written notice from Tenant; then, Landlord shall be in default.

Upon such default, the Tenant may terminate this Lease. In such event and upon vacation by Tenant, Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant. In addition, upon such termination occasioned by Landlord's default and upon vacation of the Premises by the Tenant, the Landlord shall pay the Tenant as damages the difference between the rents required to obtain replacement premises during the remainder of the Lease Term if such replacement rents are higher than the rents herein. Upon tender of all such payments, all obligations of Landlord to Tenant under this Lease shall cease.

Section 8.03: Termination of Lease.

If the Landlord, at its sole discretion, determines at any time that the Property has become unsuitable for the intended use, or that there are other circumstances that negatively affect the lease of subject property, then Landlord shall give one hundred eighty (180) days written notice to Tenant advising of such unsuitability and electing to terminate this Lease at the end of said 90-day period. Provision of such notice shall not be considered an event of default on the part of the Landlord, even if such notice is issued in response to a request for repairs or maintenance by the Tenant.

**ARTICLE 9  
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 9.01: Covenant Not to Assign or Sublet Without Consent.

Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to any third party without written consent of the Landlord, which will not be unreasonably denied.

**ARTICLE 10  
HAZARDOUS SUBSTANCES**

Section 10.01: Hazardous Substances.

- a) Neither Tenant, nor any permitted assignee, subtenant, licensee or other person or entity acting at the direction or with the consent of Tenant shall manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage,

disposal, or release of such hazardous substance is approved in writing by Landlord. Notwithstanding the above, Tenant may locate up to two locked medical waste containers outside of and adjacent to the leased premises. Such containers are to be maintained in accordance with appropriate regulatory standards.

- b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA"); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal, State or Local law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

## **ARTICLE 11 MISCELLANEOUS**

### Section 11.01: Severability.

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

### Section 11.02: Execution in Counterparts.

This Lease 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.

### Section 11.03: Captions.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

### Section 11.04: Effect of Failure to Insist on Strict Compliance.

The failure of either party to insist upon strict performance of any provision of this Lease shall not be construed as a waiver of such provision on any subsequent occasion.

### Section 11.05: Choice of Law and Venue.

This Lease shall be construed according to the laws of the State of Florida. Venue for any legal or administrative action arising under this Lease shall lie exclusively in St. Johns County, Florida.

### Section 11.06: Notice.

Any notice required to be sent according to provisions of this Lease shall be sent to the addresses set forth in Section 1.01.

### Section 11.07: Not-for-Profit Status.

Tenant represents that it is a qualified 501(c)(3) non-profit corporation under Section 501(c)(3) of the Internal Revenue Code and shall remain a 501(c)(3) non-profit corporation for the term of the Lease.

Section 11.08: Grant/Loan Application.

In the event Tenant applies for a loan or grant as part of Tenant’s fundraising efforts to finance improvements to or on County-owned property, Tenant shall furnish said application to Landlord for review and approval. If, as the Property Owner, Landlord agrees to facilitate the application by agreeing to the project provided, Landlord will not agree to assume any responsibility, including but not limited to, executing a Preservation Agreement, agreeing to repayment or matching of any funds or loans, agreeing to assume the cost of continued maintenance and repair of the property, or agreeing to assume responsibility for any program that may not receive subsequent grant funding.

**ARTICLE 12  
RADON GAS**

Section 12.01 Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

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

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

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

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

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

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

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

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

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

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

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

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

Hunter S. Conrad  
County Administrator

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

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

Legal Review

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

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

Allen Nease Rd



2019 Aerial Imagery



March 28, 2022

# Lease Agreement

## Future PAL Sports Complex

Land Mgmt. Systems  
Real Estate Division  
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  
& completeness of the data shown hereon.





RESOLUTION NO. 2022-280

**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 FIRST AMENDMENT TO LEASE AGREEMENT WITH THE HISTORIC ST. JOHNS COUNTY POLICE ATHLETIC LEAGUE, INC. FOR FUTURE CONSTRUCTION OF A SPORTS FACILITY.**

**RECITALS**

**WHEREAS**, The Historic St. Johns County Police Athletic League, Inc. ("PAL") entered into a Lease Agreement with St. Johns County for a portion of County-owned property located at 3105 Allen Nease Road for future construction of a Police Athletic League sports facility; and

**WHEREAS**, PAL has expressed an interest in amending Article 9 of the Lease Agreement and has submitted a First Amendment to Lease Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

**WHEREAS**, it is in the best interest of the public to enter into this Amendment since PAL's proposed use of the Property will promote community interest and welfare and create positive relationships between law enforcement officers and 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 First Amendment to Lease Agreement and authorize the County Administrator, or designee, to execute said Amendment.

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 First Amendment to Lease Agreement in the Clerk's Office.

PASSED AND ADOPTED this 2 day of August, 2022.

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

BY:   
Henry Dean, Chair

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

  
Deputy Clerk



Rendition Date 8/4/22

EXHIBIT "A" TO RESOLUTION

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT (this "Amendment"), made and executed this \_\_\_ day of \_\_\_\_\_, 2022, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as Landlord ("Landlord"), and The Historic St. Johns County Police Athletic League, Inc., a Florida not-for-profit corporation, located at 4015 Lewis Speedway, St. Augustine, Florida 32084, hereinafter referred to as Tenant ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the below described Premises, Other Areas and Common Areas, pursuant to the terms and conditions set forth below.

1. ARTICLE 9 of the Lease Agreement is deleted in its entirety and replaced with the following:

**ARTICLE 9  
ASSIGNMENT**

Section 9.01: Covenant Not to Assign Without Consent.

Tenant covenants that it will not assign this Lease Agreement to any third party without written consent of the Landlord, which will not be unreasonably denied.

[Signature Page Below]

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

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

Witness: Michelle Lima

Print Name: Michelle Lima

Witness: Per. Tyler Schmitt #11143

Print Name: Tyler Schmitt

By: [Signature] 3399

Print Name: SGT. SHELDON YORK

Title: PAL SGT/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 Nease Rd



2019 Aerial Imagery



July 14, 2022

# Lease Agreement

## Future PAL Sports Complex

Land Mngt. Systems  
Real Estate Division  
209-0764

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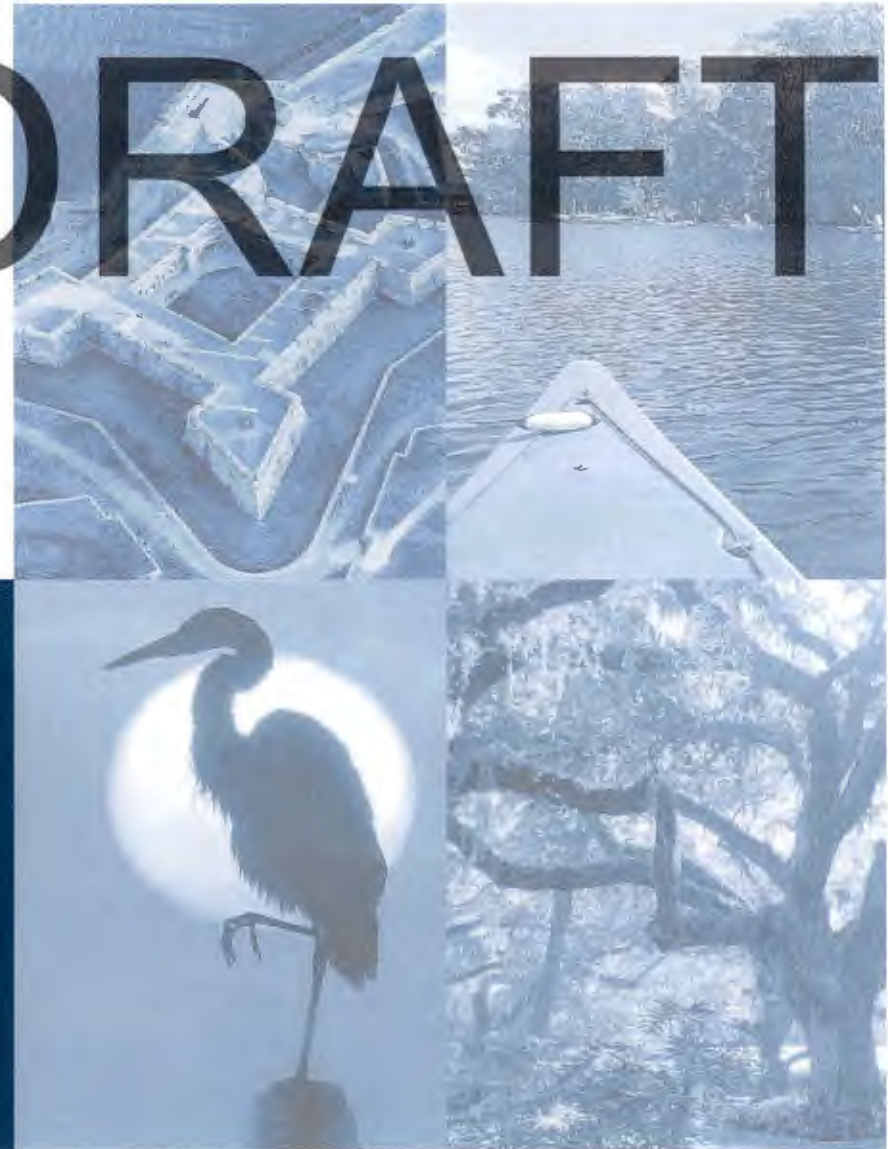




DRAFT

December 3, 2024  
St. Johns County Board of County  
Commissioners Meeting  
American Rescue Plan Act (ARPA)

Jesse Dunn



## American Rescue Plan Act

# DRAFT

- ✓ On May 10, 2021, the U.S. Department of the Treasury launched the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA).
- ✓ St. Johns County was allocated \$51,409,434.
- ✓ ARPA Objective: to provide emergency funding for eligible state, local, territorial, and Tribal governments, to support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery.
- ✓ Up to \$10 million of ARPA funding can be appropriated to capital projects under a “lost-revenue” category.
- ✓ No grant match!

## **American Rescue Plan Act**

# **DRAFT**

- ✓ **St. Johns County must expense ARPA funding by December 31, 2026.**
- ✓ **St. Johns County must commit/encumber ARPA funding by December 31, 2024.**
- ✓ **Three previous ARPA funding amendments have been brought to the BCC for appropriation approval (the most recent in October 2024).**
- ✓ **This fourth ARPA funding amendment is recommended in order to maximize use of funding within St. Johns County by committing all dollars by December 31, 2024.**



## **American Rescue Plan Act**

# **DRAFT**

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- ✓ **Three previous ARPA funding amendments have been brought to the BCC for appropriation approval (the most recent in October 2024).**
- ✓ **This fourth ARPA funding amendment is recommended in order to maximize use of funding within St. Johns County by committing all dollars by December 31, 2024.**

# American Rescue Plan Act

**DRAFT**

Category	Existing Budget	Request to Reappropriate	New Budget
Hastings Vocational School	7,665,000		7,665,000
Assistance to Impacted NonProfit Org	7,365,218		7,365,218
Water/Sewer Infrastructure	7,000,000		7,000,000
First Responder Premium Pay	5,383,718		5,383,718
West Augustine Medical Facility	5,000,000		5,000,000
Open/Recreational Space	3,742,963		3,742,963
Affordable Housing	2,282,000		2,282,000
COVID-19 Vaccination	1,507,871		1,507,871
Outdoor Business Programs	1,143,672		1,143,672
COVID-19 Mitigation Programs	353,530		353,530
Grant Administration	282,436	(187,252)	95,184
COVID-19 Vaccination Site SJSO	117,130		117,130
COVID-19 Testing	48,896		48,896
Lost Revenue up to \$10M: Emergency Mgmt Infrastructure	1,000,000		1,000,000
Lost Revenue up to \$10M: CR 210 Greenbriar to Cimarron	1,700,000		1,700,000
Lost Revenue up to \$10M: CRR 2209 Central	800,000		800,000
Lost Revenue up to \$10M: SR 207 Fire Station	2,500,000		2,500,000
Lost Revenue up to \$10M: WGV Acquisition	2,000,000	(2,000,000)	-
Lost Revenue up to \$10M: Regional Parks	1,517,000		1,517,000
Lost Revenue up to \$10M: PAL Projects	-	2,187,252	2,187,252
<b>TOTAL ARPA Program</b>	<b>\$51,409,434</b>		<b>\$51,409,434</b>

# **Diamond of Dreams**

**ST. JOHNS PAL**

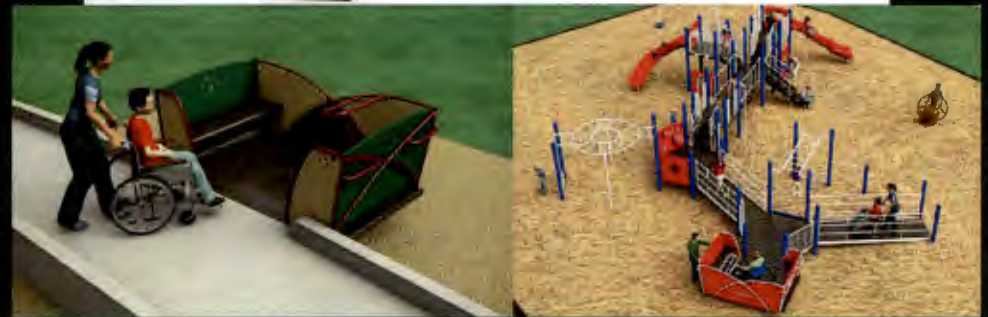


**An all-inclusive  
specially designed  
baseball / multipurpose  
field and playground for  
children of all abilities.**

# Vision Progression

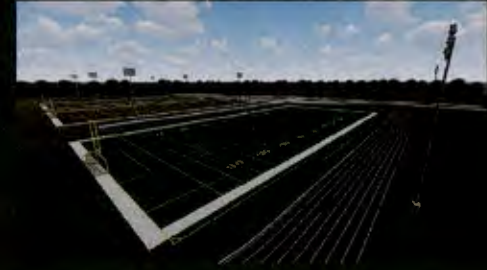
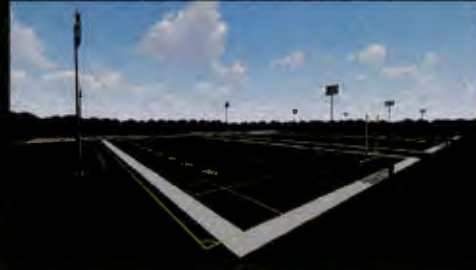
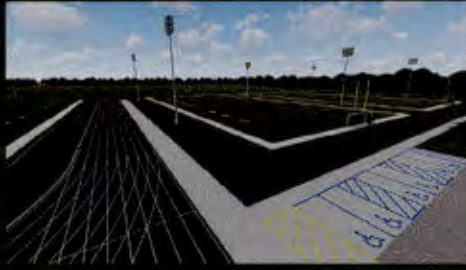
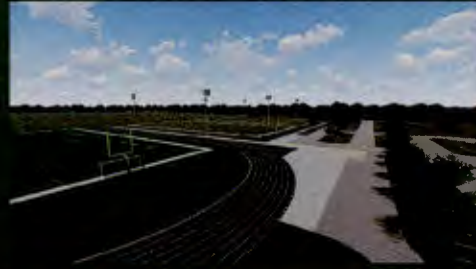
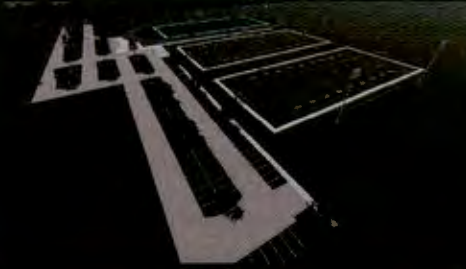
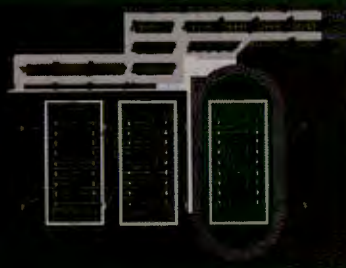


- Located in Southwest St. Johns County
- Field space acquired, MOU with BCC and PAL
- Project Manager selected Captain Larry Durden
- Organization to manage – St. Johns PAL 501c3
- Site master plan created
- Appropriations already approved in the amount of \$5.9 million to build a variety of fields for PAL
- New appropriations requested for Diamond of Dreams for \$1 million– Senate Sponsor Tom Leek, House Sponsor, TBD.
- Specifically designed inclusive playground / field which is all wheelchair accessible



# State Appropriations Approved

# DRAFT



# Fundraising for



- Engineering/final design and construction
- Carpeted wheelchair accessible baseball field
- Dugouts
- Press Box
- Fencing
- Lighting
- Family seating
- ADA complaint asphalt parking spaces and lot
- ADA compliant restroom facilities
- Wheelchair accessible playground all-inclusive
- Adequate shading



# Diamond of Dreams Team



- **Primary Contact: Kendell Hardwick**  
(904) 826-6940 • [KHDiamondofDreams@gmail.com](mailto:KHDiamondofDreams@gmail.com)
- **PAL Executive Director: Sean Tice**  
(904) 392-4737 • [STice@sjsso.org](mailto:STice@sjsso.org)
- **Project Manager: Larry Durden**  
[LDurden@sjsso.org](mailto:LDurden@sjsso.org)
- **Project Administrative Assistant: Elizabeth Mickler**  
[EMickler@sjsso.org](mailto:EMickler@sjsso.org)
- **Legal Counsel: Matt Cline**  
[MCline@sjsso.org](mailto:MCline@sjsso.org)

# Advisory Committee



- Troy Blevins
- Stacy Ettel
- Coach Chuck Forcier
- Bill Lanni
- Lori Lewis
- George Mastoridis
- Mike Strausbaugh
- Coach George Vancore

**Help us make their special dreams come true!**



*Supported by St. Johns Police Athletic League - PAL.*

*Not funded by the St. Johns County Sheriff's Office. Managed through St. Johns - PAL 501(c)(3).*



**Thank you for your support!**



**QUESTIONS?**

## **American Rescue Plan Act**

# **DRAFT**

- ✓ **Motion to Authorize the Re-appropriation of American Rescue Plan Act (ARPA) Funding from Completed Categories to BCC-Approved Categories In Order to Maximize Spending of the Program**
- ✓ **Motion to adopt Resolution 2024-\_\_\_\_\_, authorizing the County Administrator, or designee, to execute a funding assistance agreement by and between St. Johns County and the Police Athletic League for a capital distribution of a sub award of \$2,187,252, from the American Rescue Plan Revenue Fund Budget.**