

RESOLUTION NO. 2007- 264

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY, FLORIDA, AND CREEKS ATHLETIC ASSOCIATION CONCERNING CERTAIN ASPECTS OF AN ATHLETIC FIELDHOUSE AT PLANTATION PARK, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, both St. Johns County, Florida (County), and Creeks Athletic Association (CAA) wish to enter into a Memorandum of Understanding (MOU), in order to address certain aspects of an Athletic Fieldhouse at Plantation Park; and

WHEREAS, the attached and incorporated MOU sets forth the relative rights, responsibilities, and obligations of both the County and CAA, so that certain aspects of the Athletic Fieldhouse may be preliminarily addressed; and

WHEREAS, at the time that a Contract/Agreement is entered into between the County, and CAA on other aspects related to the Athletic Fieldhouse; and

WHEREAS, it is in the collective best interests of both the County and CAA, to have this MOU executed by the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Memorandum of Understanding between St. Johns County, Florida, and Creeks Athletic Association, concerning aspects of the Athletic Fieldhouse, and authorizes the County Administrator to execute the Memorandum of Understanding on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of September, 2007.

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

Attest:

Pam Halterman
Deputy Clerk

By:

Ben Rich
Ben Rich, Chair

RENDITION DATE 9/21/07

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between St. Johns County, Florida, (“County”), and the Creeks Athletic Association (“CAA”)

WHEREAS, it is recognized that a fieldhouse is needed at County-owned and operated Plantation Park; and

WHEREAS, the CAA has indicated that it would be willing to donate \$50,000 (fifty thousand dollars), in order to defray the costs of construction of a fieldhouse at County-owned and operated Plantation Park; and

WHEREAS, the Board of County Commissioners of St. Johns County, Florida, has determined that it is in the long-term interests of the County to accept the donation from CAA with the conditions set forth in this MOU.

NOW THEREFORE, it is mutually understood by both the County, and the CAA as follows:

1. Effect of Recitals.

The above recitals are incorporated by reference into the body of this MOU, and such recitals are adopted as findings of fact.

2. Donation of Funds; Use of Funds; Return of Funds if Not Used.

No later than Sept. 18, 2007, the CAA shall donate \$50,000.00 (fifty thousand dollars) to the County.

The express and designated purpose of the above-noted donated funds, is to assist the County in constructing a fieldhouse at Plantation Park, which is owned and operated by the County.

Should construction of the fieldhouse at Plantation Park not be completed prior to January 1, 2009, then the County shall return the \$50,000 donation to the CAA.

Should either the County or the CAA, terminate this MOU, as noted elsewhere in this MOU, prior to completion of construction of the fieldhouse at Plantation Park, then the County shall return any unexpended funds to the CAA within sixty (60) days of termination of this MOU.

Should the **County** complete construction of the fieldhouse at Plantation Park for less than \$50,000, then the **County** shall return any unexpended funds to the CAA within sixty (60) days of completion of construction of the fieldhouse at Plantation Park.

x. Title and Control of Plantation Park; Title and Control of the Fieldhouse at Plantation Park; Title and Control of Improvements; Right of First Refusal Under Certain Circumstances.

Regardless of the \$50,000 donation by the CAA, title and control of the real property on which Plantation Park is located, shall remain with the **County**.

Regardless of the \$50,000 donation by the CAA, title and control of the fieldhouse at Plantation Park, shall remain with the **County**.

Regardless of the \$50,000 donation by the CAA, title and control of any improvements to the fieldhouse at Plantation Park, shall remain with the **County**.

Between July 1, 2007, and June 30, 2017, the CAA shall be given the right of first refusal with respect to operating the fieldhouse at Plantation Park should title and control of Plantation Park be vesting in any party other than the County.

x. Use of Fieldhouse; Use of Equipment and/or Facilities within Fieldhouse.

The **County** retains authority over both scheduling and use of the fieldhouse at Plantation Park. Moreover, the **County** retains authority over settling any disputes related to, and/or associated with, use of equipment and/or facilities located within the fieldhouse.

Notwithstanding any other language contained in this Section, the CAA shall have equal and unrestricted access to all rooms, equipment, and facilities located at the fieldhouse at Plantation Park. Such equal and unrestricted access shall include, but not be limited to the following: 1) weight room; 2) equipment storage room(s); 3) designated or used team meeting room(s); 4) fitness area(s); and 5) any weight, physical fitness, exercise, weight control equipment, videos, or apparatus.

x. Maintenance of Fieldhouse; Responsibility for Utility Expenses.

It is understood that the **County** shall be responsible for the maintenance of the fieldhouse at Plantation Park, along with, any costs, and/or expenses associated with maintenance of the fieldhouse at Plantation Park, including, but not limited to, utility expenses.

x. Responsibility for Insurance.

It is understood that the **County** shall be responsible for costs associated with any insurance secured in connection with the fieldhouse at Plantation Park.

x. Risk of Loss.

It is specifically understood that the County does not accept and/or assume any responsibility whatsoever for any property of the CAA that is left within the fieldhouse at Plantation Park.

x. Public Purpose.

The **Board** recognizes that by entering into this **MOU** with the **CAA**, a public purpose is served, and the interests of both the **County**, and the **CAA**, are served in the following ways:

xx. the **County** will be able to foster a co-operative spirit with the **CAA**, so as to enhance the recreational experience available at a **County** park—namely, Plantation Park

x. Termination.

This **MOU** may be terminated only in the case of criminal conduct on the part of either the **County**, or the **CAA**. In such a case, the terminating party shall provide written notice to the other party, in the manner noted elsewhere in this **MOU**. In such case, as noted elsewhere in this **MOU**, to the extent that there are unexpended funds, such funds shall be returned to the **CAA** within sixty (60) days of termination of this **MOU**.

x. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this **MOU**, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or the proscribed application thereof, shall be severable, and remaining portions of the **MOU**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

x. Notices.

To the extent that notices are required under this **MOU** shall be in writing and served upon the **County** shall be registered or certified mail, return receipt requested, addressed to the Director of Parks and Recreation, or designee, _____, St. Augustine, Florida 32080.

To the extent that notices are required under this **MOU** shall be in writing and served upon the **CAA** shall be registered or certified mail, return receipt requested, addressed to _____, **CAA**, _____, St. Augustine, Florida 32____.

DATED THIS _____ **day of** _____, **2007.**

ST. JOHNS COUNTY, FLORIDA

By: _____
County Administrator

ATTEST: CHERYL STRICKLAND

By: _____
Deputy Clerk

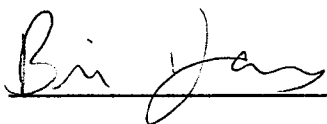
CREEKS ATHLETIC ASSOCIATION

By:  _____

WITNESSS:



WITNESS:



WITNESSS:

WITNESS:
