

RESOLUTION NO. 2007- 77

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH ST. JOHNS COUNTY COUNCIL ON AGING, INC., RELATING TO THE USE OF THE PLAYERS COMMUNITY SENIOR CENTER.

RECITALS

WHEREAS, St. Johns County, Florida (County) and the St. Johns County Council on Aging (COA) wish to collaborate as partners in delivering services and programs to residents of St. Johns County at the newly constructed county facility on Landrum Lane named THE PLAYERS Community Senior Center; and

WHEREAS, THE PLAYERS Community Senior Center was constructed as a County recreation facility primarily to provide a facility where the aforementioned services and programs could be located; and

WHEREAS, the COA has presented a Memorandum of Understanding (MOU), attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to outline the terms relating to the use of THE PLAYERS Community Senior Center.

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 of St. Johns County hereby approves the terms and conditions of the MOU and authorizes the Interim County Administrator to execute said Memorandum.


Section 3. The Clerk of Courts of St. Johns County is instructed to file the MOU in the public records of St. Johns County.

PASSED AND ADOPTED, this 20th day of March, 2007.

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

By: 
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 3/21/07

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into this _____ day of _____, 2007 between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 (the “**COUNTY**”) and **ST. JOHNS COUNTY COUNCIL ON AGING, INC.**, a Florida non-profit corporation, whose address is 180 Marine Street, St. Augustine, Florida 32084 (the “**COA**”).

WITNESSETH:

WHEREAS, the COUNTY and the COA wish to collaborate as partners in delivering services and programs to residents of St. Johns County at the newly constructed county facility on Landrum Lane named THE PLAYERS Community Senior Center (the “**FACILITY**”); and

WHEREAS, THE PLAYERS Community Senior Center was constructed as a County recreation facility primarily to provide a facility where the aforementioned services and programs could be located.

NOW THEREFORE in consideration of the terms contained herein the County and the COA agree as follows:

1. The above Recitals are hereby incorporated into the body of this agreement, and adopted as Findings of Fact
2. The Director of the St. Johns County Park and Recreation Department shall be the representative of the COUNTY and is authorized to make all decisions and determinations regarding the operation and maintenance of the FACILITY on behalf of the COUNTY.

3. The building and all existing and future capital improvements are the property of St. Johns County and no part of the agreement or subsequent habitation of use, in whole or part, of the FACILITY should be interpreted to indicate otherwise.
4. Any capital improvements to the facility must be proposed in writing to, and approved by, the COUNTY prior to installation and will become the property of the COUNTY as they are installed in the facility.
5. The FACILITY shall be maintained by the COUNTY at its sole cost and expense, including building upkeep, grounds maintenance, and other appropriate activities.
6. The COUNTY shall maintain insurance on the FACILITY.
7. The COA shall keep any portion of the FACILITY they are using tidy and safe at all times and report any unsafe or damaged conditions to the COUNTY immediately.
8. Alcohol is only permitted in or on County premises with the 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 AND with proof of liquor liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence which **specifically includes St Johns County as an *Additional insured by policy endorsement***.
9. The COA hereby states and affirms that insurance coverage required is in place at the time of this Agreement, and will remain so for the term of this Agreement and that the COA will not use the FACILITY under this Agreement until is has obtained all insurance required under such laws. The COA agrees to submit documentation of all insurance coverage to the COUNTY or its representatives upon request. All insurance policies shall be issued by companies authorized to do business under the

laws of the State of Florida. Compliance with the foregoing requirements shall not relieve the COA of its liability and obligations under this Agreement.

10. The COA shall maintain during the term of this Agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit to protect the COA and the COUNTY from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations are by the COA or by anyone directly employed by or contracting with the COA.
11. The COA shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per person, three hundred thousand dollars (\$300,000.00) per occurrence combined single limits to protect the COA from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned, or non-owned automobiles, including rented automobiles whether such operations are by the COA or by anyone directly or indirectly employed by the COA.
12. The COA shall maintain, during the life of this Agreement, adequate Workers Compensation Insurance and Employers Liability Insurance in at least such amounts as are required by law. If the COA is not required to maintain Workers Compensation Insurance and Employers Liability Insurance under Florida Law, verification noting this exclusion shall be provided to the COUNTY by the COA's insurance carrier.

13. All insurance, other than Workers Compensation, to be maintained by the COA shall specifically include St Johns County as an *Additional Insured, by policy endorsement*, except as such coverage is specifically waived in writing by the COUNTY, and a Certificate of Insurance naming St Johns County, Risk Mgt. Dept., 4020 Lewis Speedway, St. Augustine, FL 32084, as *Additional Insured* must be provided to the COUNTY by the COA's insurance carrier.
14. The insurance requirement is deemed contractual, and the COUNTY shall not be deemed responsible to any third party for any failure of insurance coverage.
15. The COA agrees to indemnify and hold the County and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the FACILITY described herein. It is the intention of the COA that the COUNTY and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the FACILITY due to accidents, mishaps, misconduct, negligence or injuries either in person or property.
16. The COA 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, and agrees to pay the COUNTY for all damages caused to the facilities resulting from the user's activities hereunder.
17. The COA represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The COA

acknowledges that the COUNTY has no duty to and will not provide supervision during the activity

18. The COUNTY will control scheduling of all use of the FACILITY and shall be the final arbiter of all disputes involving such. However, the COA shall have first priority for scheduling their mutually agreeable uses, provided ample notice is given, as determined by the COUNTY.
19. The COUNTY will make a good faith effort to accommodate requests the reschedule or add events to the schedule provided adequate notice is given, as determined by the COUNTY. At least seven (7) days notice is required.
20. Other general recreational uses will be scheduled by the COUNTY and this agreement shall not be interpreted to disallow such uses or to limit or otherwise restrict any person from participating in recreation at the FACILITY, subject to the rules and at the discretion of the COUNTY.
21. The COA will not be charged a rental fee for uses of the facility deemed by the COUNTY to be a function of the aforementioned partnership, including enhanced programming where a cost-recovery fee is charged to the participants.
22. Any other use, including fundraising, private or other use which does not provide a broad public benefit, as determined by the COUNTY, shall be charged a rental fee.
23. The COUNTY will assign a program coordinator to the FACILITY who will be the main point of contact for the COA, other community groups and the public-at-large to make scheduling requests for the FACILITY, and to monitor and direct the day-to-day operation of the facility, in coordination with the designee of the COA.

24. The parties to this agreement may cancel this agreement with 30 days written notice to the director of the other party.

25. Any written notice or request by either party to the other shall be sent by First Class Mail or hand delivered to the parties at the following addresses:

- To COUNTY at: St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, FL 32084
Attention: Parks and Recreation Director
- To COA at: St. Johns County Council on Aging, Inc.
180 Marine Street
St. Augustine, FL 32084
Attention: Executive Director

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

27. This agreement shall be construed according to the laws of the State of Florida.

IN WITNESS THEREOF, COUNTY and COA have caused this agreement to be executed by their undersigned officials as duly authorized for the uses expressed therein the day and year first written above.

ST. JOHNS COUNTY COUNCIL ON AGING, INC.

ST. JOHNS COUNTY , FLORIDA

by Cathy Brown

by Waldemar (Wally) J. Kropacek

its Executive Director

Interim County Administrator for St. Johns County

Date

Date

Witnesses to Council on Aging

Witnesses to County

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name